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December 28, 2004

Mrs. Blanca S. Bayo
Director, Division of the Commission
Clerk and Administrative Services
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, Florida 32399

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RE: 041139-TP ACCESS Integrated Networks, Inc.

Dear Ms. Bayo:

On 9/23/2004 BellSouth and ACCESS Integrated Networks, Inc. filed an interconnection, unbundling, resale and collocation agreement for Florida Public Service Commission approval. However, some of the pages are illegible. Please accept this filing as correction for those pagss.

Very truly yours,

MM Criser III
Regulatory vice President

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NETWORK INTERCONNECTION

1. GENERAL

- 1.1 The Parties shall provide interconnection with each other's networks for the transmission and routing of telephone exchange service (Local Traffic), ISP-bound Traffic, and exchange access (Switched Access Traffic) on the following terms:

2. DEFINITIONS: (FOR THE PURPOSE OF THIS ATTACHMENT)

- 2.1 For purposes of this attachment only, the following terms shall have the definitions set forth below:
- 2.1.1 **Call Termination** has the meaning set forth for "termination" in 47 CFR § 51.701(d).
- 2.1.2 **Call Transport** has the meaning set forth for "transport" in 47 CFR § 51.701(c).
- 2.1.3 **Call Transport and Termination** is used collectively to mean the switching and transport functions from the Interconnection Point to the last point of switching.
- 2.1.4 **Common (Shared) Transport** is defined as the transport of the originating Party's traffic by the terminating Party over the terminating Party's common (shared) facilities between (1) the terminating Party's tandem switch and end office switch, (2) between the terminating Party's tandem switches, and/or (3) between the terminating Party's host and remote end office switches. All switches referred herein must be entered into the Local Exchange Routing Guide ("LERG").
- 2.1.5 **Dedicated Interoffice Facility** is defined as a switch transport facility between a Party's Serving Wire Center and the first point of switching within the LATA on the other Party's network.
- 2.1.6 **End Office Switching** is defined as the function that establishes a communications path between the trunk side and line side of the End Office switch.
- 2.1.7 **Fiber Meet** is an interconnection arrangement whereby the Parties physically interconnect their networks via an optical fiber interface at which one Party's facilities, provisioning, and maintenance responsibility begins and the other Party's responsibility ends.
- 2.1.8 **Interconnection Point ("IP")** is the physical telecommunications equipment interface that interconnects the networks of BellSouth and ACCESS Integrated.
- 2.1.9 **ISP-bound Traffic** is as defined in Section 7 of this Attachment.

- 2.1.10 **Local Channel** is defined as a switched transport facility between a Party's Interconnection Point and the IP's Serving Wire Center.
- 2.1.11 **Local Traffic** is as defined in Section 7 of this Attachment.
- 2.1.12 **Serving Wire Center** is defined as the wire center owned by one Party from which the other Party would normally obtain dial tone for its IP.
- 2.1.13 **Switched Access Traffic** is defined in Section 7 of this Attachment.
- 2.1.14 **Tandem Switching** is defined as the function that establishes a communications path between two switching offices through a third switching office through the provision of trunk side to trunk side switching.
- 2.1.15 **Transit Traffic** is traffic originating on ACCESS Integrated's network that is switched and/or transported by BellSouth and delivered to a third party's network, or traffic originating on a third party's network that is switched and/or transported by BellSouth and delivered to ACCESS Integrated's network.

3. NETWORK INTERCONNECTION

- 3.1 This Attachment pertains only to the provision of network interconnection where ACCESS Integrated owns and provides its switch(es).
- 3.2 BellSouth shall provide ACCESS Integrated with network interconnection at any technically feasible point within BellSouth's network. Requests to BellSouth for interconnection at points other than as set forth in this Attachment may be made through the Bona Fide Request/New Business Request process set out in this Agreement.
 - 3.2.1 Each Party is responsible for providing, engineering and maintaining the network on its side of the IP. The IP must be located within BellSouth's serving territory in the LATA in which traffic is originating. The IP determines the point at which the originating Party shall pay the terminating Party for the Call Transport and Termination of Local Traffic and ISP-bound Traffic.
 - 3.2.2 Pursuant to the provisions of this Attachment, ACCESS Integrated must establish, at a minimum, a single IP with BellSouth at any technically feasible point within BellSouth's network in a given LATA. Any IPs existing prior to the Effective Date of the Agreement will be accepted as IPs and will not require re-grooming. When the Parties mutually agree to utilize two-way interconnection trunk groups for the exchange of Local Traffic and ISP-bound Traffic between each other, the Parties shall mutually agree to the location of IP(s).
 - 3.2.3 Upon request, a Party shall establish an additional IP(s) in a particular LATA when the Local Traffic and ISP-bound Traffic exceeds 8.9 million minutes per month for three consecutive months at the proposed location of the additional IP

BellSouth may not request the establishment of an IP where physical or virtual collocation space is not available or where BellSouth fiber connectivity is not available. When the Parties agree to utilize two-way interconnection trunk groups for the exchange of Local Traffic and ISP-bound Traffic the Parties must agree to the location of the IP(s).

3.3 **Interconnection via Dedicated Facilities**

3.3.1 **Local Channel Facilities.** As part of Call Transport and Termination, the originating Party may obtain Local Channel facilities from the terminating Party. The percentage of Local Channel facilities utilized for Local Traffic shall be determined based upon the application of the Percent Local Facility (PLF) Factor on a statewide basis. The charges applied to the percentage of Local Channel facilities used for Local Traffic as determined by the PLF are as set forth in Exhibit A to this Attachment. The remaining percentage of Local Channel facilities shall be billed at BellSouth's applicable access tariff rates.

3.3.2 **Dedicated Interoffice Facilities.** As a part of Call Transport and Termination, the originating Party may obtain Dedicated Interoffice Facilities from the terminating Party. The percentage of Dedicated Interoffice Facilities utilized for Local Traffic shall be determined based upon the application of the Percent Local Facility (PLF) Factor on a statewide basis. The charges applied to the percentage of the Dedicated Interoffice Facilities used for Local Traffic as determined by the PLF are as set forth in Exhibit A to this Attachment. The remaining percentage of the Dedicated Interoffice Facilities shall be billed at BellSouth's applicable access tariff rates.

3.3.3 The facilities purchased pursuant to this Section 3 shall be ordered via the Access Service Request ("ASR") process.

3.4 **Fiber Meet**

3.4.1 If ACCESS Integrated elects to interconnect with BellSouth pursuant to a Fiber Meet, ACCESS Integrated and BellSouth shall jointly engineer, operate and maintain a Synchronous Optical Network ("SONET") transmission system by which they shall interconnect their transmission and routing of Local Traffic via a Local Channel at either the DS1 or DS3 level. The Parties shall work jointly to determine the specific transmission system. However, ACCESS Integrated's SONET transmission system must be compatible with BellSouth's equipment, and the Data Communications Channel (DCC) must be turned off.

3.4.2 Each Party, at its own expense, shall procure, install and maintain the agreed upon SONET transmission system in its network.

3.4.3 The Parties shall agree to a Fiber Meet point between the BellSouth Serving Wire Center and the ACCESS Integrated Serving Wire Center. The Parties shall deliver

their fiber optic facilities to the Fiber Meet point with sufficient spare length to reach the fusion splice point for the Fiber Meet Point. BellSouth shall, at its own expense, provide and maintain the fusion splice point for the Fiber Meet. A building type Common Language Location Identification ("CLLI") code will be established for each Fiber Meet point. All orders for interconnection facilities from the Fiber Meet point shall indicate the Fiber Meet point as the originating point for the facility.

- 3.4.4 Upon verbal request by ACCESS Integrated, BellSouth shall allow ACCESS Integrated access to the fusion splice point for the Fiber Meet point for maintenance purposes on ACCESS Integrated's side of the Fiber Meet point.
- 3.4.5 Neither Party shall charge the other for its Local Channel portion of the Fiber Meet facility used exclusively for Local Traffic. All other appropriate charges will apply. ACCESS Integrated shall be billed for a mixed use of the Local Channel as set forth in the appropriate tariff(s) using the PIU/PLF factors supplied by ACCESS Integrated. Charges for switched and special access services shall be billed in accordance with the applicable access service tariff.

4. INTERCONNECTION TRUNK GROUP ARCHITECTURES

- 4.1 BellSouth and ACCESS Integrated shall establish interconnecting trunk groups and trunk group configurations between networks, including the establishment of one-way or two-way trunks in accordance with the following provisions set forth in this Agreement. For trunking purposes, traffic will be routed based on the digits dialed by the originating end user and in accordance with the LERG.
- 4.2 ACCESS Integrated shall establish an interconnection trunk group(s) to at least one BellSouth access tandem within the LATA for the delivery of ACCESS Integrated's originated Local Traffic and ISP-bound Traffic and for the receipt and delivery of Transit Traffic. To the extent ACCESS Integrated desires to deliver Local Traffic, ISP-bound Traffic, and/or Transit Traffic to BellSouth access tandems within the LATA, other than the tandems(s) to which ACCESS Integrated has established interconnection trunk groups, ACCESS Integrated shall order Multiple Tandem Access, as described in this Attachment, to such other BellSouth access tandems.
- 4.2.1 Notwithstanding the forgoing, ACCESS Integrated shall establish an interconnection trunk group(s) to all BellSouth access and local tandems in the LATA where ACCESS Integrated has homed (i.e. assigned) its NPA/NXXs. ACCESS Integrated shall home its NPA/NXXs on the BellSouth tandems that serve the exchange rate center areas to which the NPA/NXXs are assigned. The specified exchange rate center assigned to each BellSouth tandem is defined in the LERG. ACCESS Integrated shall enter its NPA/NXX access and/or local tandem homing arrangements into the LERG.

- 4.3 Switched access traffic will be delivered to and from Interexchange Carriers (IXCs) based on ACCESS Integrated's NXX access tandem homing arrangement as specified by ACCESS Integrated in the LERG.
- 4.4 Any ACCESS Integrated interconnection request that (1) deviates from the interconnection trunk group architectures as described in this Agreement, (2) affects traffic delivered to ACCESS Integrated from a BellSouth switch, and (3) requires special BellSouth switch translations and other network modifications will require ACCESS Integrated to submit a Bona Fide Request/New Business Request (BFR/NBR) via the BFR/NBR Process as set forth in this Agreement.
- 4.5 Recurring and non-recurring rates associated with interconnecting trunk groups between BellSouth and ACCESS Integrated are set forth in Exhibit A. To the extent a rate associated with the interconnecting trunk group is not set forth in Exhibit A, the rate shall be as set forth in the appropriate BellSouth tariff for switched access services.
- 4.6 For two-way trunk groups that carry only both Parties' Local Traffic, the Parties shall be compensated at 50% of the nonrecurring and recurring rates for dedicated trunks and DS1 facilities. ACCESS Integrated shall be responsible for ordering and paying for any two-way trunks carrying Transit Traffic.
- 4.7 All trunk groups will be provisioned as Signaling System 7 (SS7) capable where technically feasible. If SS7 is not technically feasible multi-frequency (MF) protocol signaling shall be used.
- 4.8 In cases where ACCESS Integrated is also an IXC, the IXC's Feature Group D (FG D) trunk group(s) must remain separate from the local interconnection trunk group(s).
- 4.9 Each Party shall order interconnection trunks and trunk groups including trunk and trunk group augmentations via the ASR process. A Firm Order Confirmation (FOC) shall be returned to the ordering Party, after receipt of a valid, error free ASR, within the timeframes set forth in each state's applicable Performance Measures. Notwithstanding the foregoing, blocking situations and projects shall be managed through BellSouth's Local Interconnection Switching Center (LISC) Project Management Group and ACCESS Integrated's equivalent trunking group, and FOCs for such orders shall be returned in the timeframes applicable to the project. A project is defined as (1) a new trunk group or (2) a request for more than 96 trunks on a single or multiple group(s) in a given BellSouth local calling area.
- 4.10 **Interconnection Trunk Groups for Exchange of Local Traffic and Transit Traffic**
Upon mutual agreement of the Parties in a joint planning meeting, the Parties' shall exchange Local Traffic on two-way interconnection trunk group(s) with the

quantity of trunks being mutually determined and the provisioning being jointly coordinated. Furthermore, the Parties agree upon the of IP(s) for two-way interconnection trunk groups transporting both Parties' Local Traffic, ISP-bound Traffic and IntraLATA Toll Traffic. ACCESS Integrated shall order such two-way trunks via the Access Service Request (ASR) process. BellSouth will use the Trunk Group Service Request (TGSR) to request changes in trunking. Furthermore, the Parties shall jointly review trunk performance and forecasts on a periodic basis. The Parties' use of two-way interconnection trunk groups for the transport of Local Traffic, ISP-bound Traffic and IntraLATA Toll Traffic between the Parties does not preclude either Party from establishing additional one-way interconnection trunks for the delivery of its originated Local Traffic, ISP-bound Traffic and IntraLATA Toll Traffic to the other Party.

4.10.1 **BellSouth Access Tandem Interconnection**

BellSouth access tandem interconnection at a single access tandem provides access to those end offices subtending that access tandem ("Intratandem Access"). Access tandem interconnection is available for any of the following access tandem architectures

4.10.1.1 **Basic Architecture**

In the basic architecture, ACCESS Integrated's originating Local Traffic ISP-bound Traffic and originating and terminating Transit Traffic is transported on a single two-way trunk group between ACCESS Integrated and BellSouth access tandem(s) within a LATA to provide Intratandem Access. This trunk group carries Transit Traffic between ACCESS Integrated and Independent Companies, Interexchange Carriers, other CLECs, CMRS providers that have a Meet Point Billing arrangement with BellSouth, and other network providers with which ACCESS Integrated desires to exchange traffic. This trunk group also carries ACCESS Integrated originated Transit Traffic transiting a single BellSouth access tandem destined to third party tandems such as an Independent Company tandem or other CLEC tandem. BellSouth originated Local Traffic and ISP-bound Traffic is transported on a separate single one-way trunk group terminating to ACCESS Integrated. Other trunk groups for operator services, directory assistance, emergency services and intercept must be established pursuant to the applicable BellSouth tariff if service is requested. The LERG contains current routing and tandem serving arrangements. The basic Architecture is illustrated in Exhibit B.

4.10.1.2 **One-Way Trunk Group Architecture**

In one-way trunk group architecture, the Parties interconnect using three separate trunk groups. A one-way trunk group provides Intratandem Access for ACCESS Integrated-originated Local Traffic and ISP-bound Traffic destined for BellSouth end-users. A second one-way trunk group carries BellSouth-originated Local Traffic and ISP-bound Traffic destined for ACCESS Integrated end-users. A two-way trunk group provides Intratandem Access for ACCESS Integrated's

originating and terminating Transit Traffic. This trunk group carries Transit Traffic between ACCESS Integrated and Independent Companies, Interexchange Carriers, other CLECs, CMRS providers that have a Meet Point Billing arrangement with BellSouth, and other network providers with which ACCESS Integrated desires to exchange traffic. This trunk group also carries ACCESS Integrated originated Transit Traffic transiting a single BellSouth access tandem destined to third party tandems such as an Independent Company tandem or other CLEC tandem. BellSouth originated Local Traffic and ISP-bound Traffic is transported on a separate single one-way trunk group terminating to ACCESS Integrated. Other trunk groups for operator services, directory assistance, emergency services and intercept must be established pursuant to the applicable BellSouth tariff if service is requested. The LERG contains current routing and tandem serving arrangements. The one-way trunk group architecture is illustrated in Exhibit C.

4.10.1.3 **Two-Way Trunk Group Architecture**

The two-way trunk group Architecture establishes one two-way trunk group to provide Intratandem Access for the exchange of Local Traffic and ISP-bound Traffic between ACCESS Integrated and BellSouth. In addition, a separate two-way transit trunk group must be established for ACCESS Integrated's originating and terminating Transit Traffic. This trunk group carries Transit Traffic between ACCESS Integrated and Independent Companies, Interexchange Carriers, other CLECs, CMRS providers that have a Meet Point Billing arrangement with BellSouth, and other network providers with which ACCESS Integrated desires to exchange traffic. This trunk group also carries ACCESS Integrated originated Transit Traffic transiting a single BellSouth access tandem destined to third party tandems such as an Independent Company tandem or other CLEC tandem. BellSouth originated traffic may, in order to prevent or remedy traffic blocking situations, be transported on a separate single one-way trunk group terminating to ACCESS Integrated. However, where ACCESS Integrated is responsive in a timely manner to BellSouth's transport needs for its originated traffic, BellSouth originating traffic will be placed on the two-way Local Traffic trunk group carrying ISP-bound Traffic. Other trunk groups for operator services, directory assistance, emergency services and intercept must be established pursuant to the applicable BellSouth tariff if service is requested. The LERG contains current routing and tandem serving arrangements. The two-way trunk group architecture is illustrated in Exhibit D.

4.10.1.4 **Supergroup Architecture**

In the supergroup architecture, the Parties' Local Traffic and ISP-bound Traffic and ACCESS Integrated's Transit Traffic are exchanged on a single two-way trunk group between ACCESS Integrated and BellSouth to provide Intratandem Access to ACCESS Integrated. This trunk group carries Transit Traffic between ACCESS Integrated and Independent Companies, Interexchange Carriers, other CLECs, CMRS providers that have a Meet Point Billing arrangement with

BellSouth, and other network providers with which ACCESS Integrated desires to exchange traffic. This trunk group also carries ACCESS Integrated originated Transit Traffic transiting a single BellSouth access tandem destined to third party tandems such as an Independent Company tandem or other CLEC tandem. BellSouth originated traffic may, in order to prevent or remedy traffic blocking situations, be transported on a separate single one-way trunk group terminating to ACCESS Integrated. However, where ACCESS Integrated is responsive in a timely manner to BellSouth's transport needs for its originated traffic, BellSouth originating traffic will be placed on the Supergroup. Other trunk groups for operator services, directory assistance, emergency services and intercept must be established pursuant to the applicable BellSouth tariff if service is requested. The LERG contains current routing and tandem serving arrangements. The supergroup architecture is illustrated in Exhibit E.

4.10.1.5 Multiple Tandem Access Interconnection

4.10.1.5.1 Where ACCESS Integrated does not choose access tandem interconnection at every BellSouth access tandem within a LATA, ACCESS Integrated may utilize BellSouth's multiple tandem access interconnection (MTA). To utilize MTA ACCESS Integrated must establish an interconnection trunk group(s) at a BellSouth access tandem through multiple BellSouth access tandems within the LATA as required. BellSouth will route ACCESS Integrated's originated Local Traffic and ISP-bound Traffic for LATA wide transport and termination. ACCESS Integrated must also establish an interconnection trunk group(s) at all BellSouth access tandems where ACCESS Integrated NXXs are homed as described in Section 4.2.1 above. If ACCESS Integrated does not have NXXs homed at any particular BellSouth access tandem within a LATA and elects not to establish an interconnection trunk group(s) at such BellSouth access tandem, ACCESS Integrated can order MTA in each BellSouth access tandem within the LATA where it does have an interconnection trunk group(s) and BellSouth will terminate ACCESS Integrated's Local Traffic and ISP-bound Traffic to end-users served through those BellSouth access tandems where ACCESS Integrated does not have an interconnection trunk group(s). MTA shall be provisioned in accordance with BellSouth's Ordering Guidelines.

4.10.1.5.2 ACCESS Integrated may also utilize MTA to route its originated Transit Traffic; provided, however, that MTA may not be utilized to route switched access traffic that transits the BellSouth network to an Interexchange Carrier (IXC). Switched access traffic originated by or terminated to ACCESS Integrated will be delivered to and from IXCs based on ACCESS Integrated's NXX access tandem homing arrangement as specified by ACCESS Integrated in the LERG.

4.10.1.5.3 Compensation for MTA shall be at the applicable tandem switching and transport charges specified in Exhibit A to this Attachment and shall be billed in addition to any Call Transport and Termination charges.

4.10.1.5.4 To the extent ACCESS Integrated does not purchase MTA in a LATA served by multiple access tandems, ACCESS Integrated must establish an interconnection trunk group(s) to every access tandem in the LATA to serve the entire LATA. To the extent ACCESS Integrated routes its traffic in such a way that utilizes BellSouth's MTA service without properly ordering MTA, ACCESS Integrated shall pay BellSouth the associated MTA charges.

4.10.2 **Local Tandem Interconnection**

4.10.2.1 Local Tandem Interconnection arrangement allows ACCESS Integrated to establish an interconnection trunk group(s) at BellSouth local tandems for: (1) the delivery of ACCESS Integrated-originated Local Traffic and ISP-bound Traffic transported and terminated by BellSouth to BellSouth end offices served by those BellSouth local tandems, and (2) for local Transit Traffic transported by BellSouth for third party network providers who have also established an interconnection trunk group(s) at those BellSouth local tandems.

4.10.2.2 When a specified local calling area is served by more than one BellSouth local tandem, ACCESS Integrated must designate a "home" local tandem for each of its assigned NPA/NXXs and establish trunk connections to such local tandems. Additionally, ACCESS Integrated may choose to establish an interconnection trunk group(s) at the BellSouth local tandems where it has no codes homing but is not required to do so. ACCESS Integrated may deliver Local Traffic and ISP-bound Traffic to a "home" BellSouth local tandem that is destined for other BellSouth or third party network provider end offices subtending other BellSouth local tandems in the same local calling area where ACCESS Integrated does not choose to establish an interconnection trunk group(s). It is ACCESS Integrated's responsibility to enter its own NPA/NXX local tandem homing arrangements into the LERG either directly or via a vendor in order for other third party network providers to determine appropriate traffic routing to ACCESS Integrated's codes. Likewise, ACCESS Integrated shall obtain its routing information from the LERG.

4.10.2.3 Notwithstanding establishing an interconnection trunk group(s) to BellSouth's local tandems, ACCESS Integrated must also establish an interconnection trunk group(s) to BellSouth access tandems within the LATA on which ACCESS Integrated has NPA/NXXs homed for the delivery of Interexchange Carrier Switched Access (SWA) and toll traffic, and traffic to Type 2A CMRS connections located at the access tandems. BellSouth shall not switch SWA traffic through more than one BellSouth access tandem. SWA, Type 2A CMRS or toll traffic routed to the local tandem in error will not be backhauled to the BellSouth access tandem for completion. (Type 2A CMRS interconnection is defined in BellSouth's A35 General Subscriber Services Tariff).

4.10.2.4 BellSouth's provisioning of Local Tandem Interconnection assumes that ACCESS Integrated has executed the necessary local interconnection agreements with the

other third party network providers subtending those local tandems as required by the Act.

4.10.3 **Direct End Office-to-End Office Interconnection**

4.10.3.1 Direct End Office-to-End Office one-way or two-way interconnection trunk groups allow for the delivery of a Party's originating Local Traffic and ISP-bound Traffic to the terminating Party on a direct end office-to-end office basis.

4.10.3.2 Direct end office-to-end office trunk groups may be established by mutual agreement of the Parties upon the occurrence of any one of the following conditions:

4.10.3.2.1 Tandem Exhaust - If a tandem through which the Parties are interconnected is unable to, or is forecasted to be unable to support additional traffic loads for any period of time, the Parties will mutually agree on an end office trunking plan that will alleviate the tandem capacity shortage and ensure completion of traffic between ACCESS Integrated and BellSouth.

4.10.3.2.2 Traffic Volume - To the extent either Party has the capability to measure the amount of traffic between ACCESS Integrated's switch and a BellSouth end office and where such traffic exceeds or is forecasted to exceed a single DS1 of traffic per month, then the Parties shall mutually agree to install and to retain direct end office trunking sufficient to handle such traffic volumes. Either Party will install additional capacity between such points when overflow traffic exceeds or is forecasted to exceed a single DS1 of traffic per month. In the case of one-way trunking, additional trunking shall only be required by the Party whose trunking has achieved the preceding usage threshold.

4.10.3.2.3 Mutual Agreement - The Parties may install direct end office trunking upon mutual agreement in the absence of conditions (1) or (2) above.

4.10.4 **Transit Traffic Trunk Group**

Transit Traffic trunks can either be two-way trunks or two one-way trunks ordered by ACCESS Integrated to deliver and receive Transit Traffic. Establishing Transit Traffic trunks at BellSouth access and local tandems provides intratandem access to the third parties also interconnected at those tandems.

4.10.4.1 **Toll Free Traffic**

4.10.4.1.1 If ACCESS Integrated chooses BellSouth to perform the Service Switching Point ("SSP") Function (i.e., handle Toll Free database queries) from BellSouth's switches, all ACCESS Integrated originating Toll Free traffic will be routed over the Transit Traffic Trunk Group and shall be delivered using GR-394 format.

Carrier Code "0110" and Circuit Code (to be determined for each LATA) shall be used for all such calls.

4.10.4.1.2 ACCESS Integrated may choose to perform its own Toll Free database queries from its switch. In such cases, ACCESS Integrated will determine the nature (local/intraLATA/interLATA) of the Toll Free call (local/IntraLATA/InterLATA) based on the response from the database. If the call is a BellSouth local or intraLATA Toll Free call, ACCESS Integrated will route the post-query local or IntraLATA converted ten-digit local number to BellSouth over the local or intraLATA trunk group. If the call is a third party (ICO, IXC, CMRS or other CLEC) local or intraLATA Toll Free call, ACCESS Integrated will route the post-query local or intraLATA converted ten-digit local number to BellSouth over the Transit Traffic Trunk Group and ACCESS Integrated shall provide to BellSouth a Toll Free billing record when appropriate. If the query reveals the call is an interLATA Toll Free call, ACCESS Integrated will route the post-query interLATA Toll Free call (1) directly from its switch for carriers interconnected with its network or (2) over the Transit Traffic Trunk Group to carriers that are not directly connected to ACCESS Integrated's network but that are connected to BellSouth's access tandem.

4.10.5 All post-query Toll Free calls for which ACCESS Integrated performs the SSP function, if delivered to BellSouth, shall be delivered using GR-394 format for calls destined to IXCs, and GR-317 format for calls destined to end offices that directly subtend a BellSouth access tandem within the LATA.

5. NETWORK DESIGN AND MANAGEMENT FOR INTERCONNECTION

5.1 Network Management and Changes. The Parties will exchange toll-free maintenance contact numbers and escalation procedures. The Parties will provide public notice of network changes in accordance with applicable federal and state rules and regulations.

5.2 Interconnection Technical Standards. The interconnection of all networks will be based upon accepted industry/national guidelines for transmission standards and traffic blocking criteria. Interconnecting facilities shall conform, at a minimum, to the telecommunications industry standard of DS-1 pursuant to Telcordia Standard No. TR-NWT-00499. Where ACCESS Integrated chooses to utilize Signaling System 7 signaling, also known as Common Channel Signaling ("SS7"), SS7 connectivity is required between the ACCESS Integrated switch and the BellSouth Signaling Transfer Point ("STP"). BellSouth will provide SS7 signaling using Common Channel Signaling Access Capability in accordance with the technical specifications set forth in the BellSouth Guidelines to Technical Publication, TR-TSV-000905. Facilities of each Party shall provide the necessary on-hook, off-hook answer and disconnect supervision and shall provide calling number ID (Calling Party Number) when technically feasible.

- 5.3 Quality of Interconnection. The local interconnection for the transmission and routing of telephone exchange service and exchange access that each Party provides to each other will be at least equal in quality to what it provides to itself and any subsidiary or affiliate, where technically feasible, or to any other Party to which each Party provides local interconnection.
- 5.4 Network Management Controls. Both Parties will work cooperatively to apply sound network management principles by invoking appropriate network management controls (e.g., call gapping) to alleviate or prevent network congestion.
- 5.5 SS7 Signaling. Both Parties will utilize LEC-to-LEC SS7 Signaling, where available, in conjunction with all traffic in order to enable full interoperability of CLASS features and functions except for call return. All SS7 signaling parameters will be provided, including but not limited to automatic number identification (“ANI”), originating line information (“OLI”) calling company category and charge number. All privacy indicators will be honored, and the Parties will exchange Transactional Capabilities Application Part (“TCAP”) messages to facilitate full interoperability of SS7-based features between the respective networks. Neither Party shall alter the SS7 parameters, or be a party to altering such parameters, or knowingly pass SS7 parameters that have been altered in order to circumvent appropriate interconnection charges.
- 5.6 Signaling Call Information. BellSouth and ACCESS Integrated will send and receive 10 digits for Local Traffic. Additionally, BellSouth and ACCESS Integrated will exchange the proper call information, i.e. originated call company number and destination call company number, CIC, and OZZ, including all proper translations for routing between networks and any information necessary for billing.
- 5.7 **Forecasting for Trunk Provisioning**
- 5.7.1 Within six (6) months after execution of this Agreement, ACCESS Integrated shall provide an initial interconnection trunk group forecast for each LATA in which it plans to provide service within BellSouth’s region. Upon receipt of ACCESS Integrated’s forecast, the Parties shall conduct a joint planning meeting to develop a joint interconnection trunk group forecast. Each forecast provided under this Section shall be deemed “Confidential Information” under the General Terms and Conditions of this Agreement.
- 5.7.1.1 At a minimum, the forecast shall include the projected quantity of Transit Trunks, ACCESS Integrated-to-BellSouth one-way trunks (“ACCESS Integrated Trunks”), BellSouth-to-ACCESS Integrated one-way trunks (“Reciprocal Trunks”) and/or two-way interconnection trunks, if the Parties have agreed to interconnect using two-way trunking to transport the Parties’ Local Traffic. The quantities shall be projected for a minimum of six months and shall include an

estimate of the current year plus the next two years total forecasted quantities. The Parties shall mutually develop Reciprocal Trunk and/or two-way interconnection trunk forecast quantities.

- 5.7.1.2 All forecasts shall include, at a minimum, Access Carrier Terminal Location (“ACTL”), trunk group type (local/intraLATA toll, Transit, Operator Services, 911, etc.), A location/Z location (CLLI codes for ACCESS Integrated location and BellSouth location where the trunks shall terminate), interface type (e.g., DS1), Direction of Signaling, Trunk Group Number, if known, (commonly referred to as the 2-6 code) and forecasted trunks in service each year (cumulative).
- 5.7.2 Once initial interconnection trunk forecasts have been developed, ACCESS Integrated shall continue to provide interconnection trunk forecasts on a semiannual basis or at otherwise mutually agreeable intervals. ACCESS Integrated shall use its best efforts to make the forecasts as accurate as possible based on reasonable engineering criteria. The Parties shall continue to develop Reciprocal Trunk and/or two-way interconnection trunk forecasts as described in Section 5.7.1.1.
- 5.7.3 The submitting and development of interconnection trunk forecasts shall not replace the ordering process for local interconnection trunks. Each Party shall exercise its best efforts to provide the quantity of interconnection trunks mutually forecasted. However, the provision of the forecasted quantity of interconnection trunks is subject to trunk terminations and facility capacity existing at the time the trunk order is submitted. Furthermore, the receipt and development of trunk forecasts does not imply any liability for failure to perform if capacity (trunk terminations or facilities) is not available for use at the forecasted time.
- 5.8 **Trunk Utilization**
- 5.8.1 BellSouth and ACCESS Integrated shall monitor traffic on each interconnection trunk group that is ordered and installed. The Parties agree that within 180 days of the installation of a trunk or trunks, the trunks will be utilized, at a minimum, at sixty percent (60%) of the time consistent busy hour utilization level. The Parties agree that within 365 days of the installation of a trunk or trunks, the trunks will be utilized, at a minimum, at eighty percent (80%) of the time consistent busy hour utilization level. Any trunk or trunks not meeting the minimum thresholds set forth in this Section are defined as “Under-utilized” trunks. Subject to the procedures set forth at Section 5.8.1.1, BellSouth may disconnect any Under-utilized reciprocal trunk(s) and ACCESS Integrated shall refund to BellSouth the associated nonrecurring and recurring trunk and facility charges paid by such other Party, if any.
- 5.8.1.1 BellSouth’s Carrier Interconnection Switching Center (CISC) will notify ACCESS Integrated of any under-utilized reciprocal trunk groups and the number of trunks

that BellSouth wishes to disconnect. BellSouth will provide supporting information either by email or facsimile to the designated ACCESS Integrated interface. ACCESS Integrated will provide concurrence with the disconnection in ten (10) business days or will provide specific information supporting why the trunks should not be disconnected. Such supporting information should include expected traffic volumes (including traffic volumes generated due to Local Number Portability) and the timeframes within which ACCESS Integrated expects to need such trunks. BellSouth's CISC Project Manager and Circuit Capacity Manager will meet to discuss the information with ACCESS Integrated to determine if agreement can be reached on the number of trunks to be removed. If no agreement can be reached, the Parties will prepare a joint report, detailing the reasons for any such disagreement including each Party's position, and will deliver the report within five (5) business days after their meeting to a senior executive of each Party. The senior executives will meet, by conference call or in person, within five (5) business days after delivery of the report in an effort to resolve any dispute. If the senior executives cannot resolve the dispute, then BellSouth may issue disconnect orders to ACCESS Integrated, provided that the Parties have not otherwise agreed. The due date of these orders will be four weeks after ACCESS Integrated and BellSouth first met to discuss the underutilization of the trunk groups.

- 5.8.2 To the extent that any interconnection trunk group is utilized at a time-consistent busy hour of eighty percent (80%) or greater, the Parties shall negotiate in good faith for the installation of augmented facilities. If the Parties cannot reach agreement regarding the installation of augmented facilities, a senior executive of each Party will meet, by conference call or in person, in an effort to resolve any disagreements. If the senior executives cannot resolve the disagreement, then either Party may avail itself of the dispute resolution procedures set forth in Section 10 (Resolution of Disputes) of the General Terms and Conditions of this Agreement.

6. LOCAL DIALING PARITY

- 6.1 BellSouth and ACCESS Integrated shall provide local and toll dialing parity, as defined in FCC rules and regulations, with no unreasonable dialing delays. Dialing parity shall be provided for all originating telecommunications services that require dialing to route a call.

7. INTERCONNECTION COMPENSATION

7.1 Compensation for Call Transportation and Termination for Local Traffic, ISP-bound Traffic and IntraLATA Toll Traffic

- 7.1.1 For the purposes of this Attachment and for reciprocal compensation between the Parties pursuant to this Attachment, Local Traffic is defined as any circuit switched call that is originated by an end user of one Party and terminated to any end user of

the other Party within a given Local Access and Transport Area (“LATA”) on that other Party’s network, except for those calls that are originated or terminated through switched access arrangements as established by the ruling regulatory body.

- 7.1.1.1 Additionally, Local Traffic includes any cross boundary, voice-to-voice intrastate, interLATA or interstate, interLATA calls between specific wire centers established as a local call by the ruling regulatory body. BellSouth shall utilize local trunk groups to transport such types of Local calls and shall terminate such types of Local calls in the same manner as other forms of Local Traffic where appropriate.
- 7.1.2 ISP-bound Traffic is defined as calls to an information service provider or Internet service provider (“ISP”) that are dialed by using a local dialing pattern (7 or 10 digits) by a calling party in one LATA to an ISP server or modem in the same LATA except for those calls that are originated or terminated through switched access arrangements as established by the ruling regulatory body. ISP-bound Traffic is not Local Traffic subject to reciprocal compensation, but instead is information access traffic subject to the FCC’s jurisdiction.
- 7.1.3 Notwithstanding the definitions of Local Traffic and ISP-bound traffic above, and pursuant to the FCC’s Order on Remand and Report and Order in CC Docket 99-68 released April 27, 2001 (“ISP Order on Remand”), BellSouth and ACCESS Integrated agree to the rebuttable presumption that all combined circuit switched Local and ISP-bound Traffic delivered to BellSouth or ACCESS Integrated that exceeds a 3:1 ratio of terminating to originating traffic on a statewide basis shall be considered ISP-bound traffic for compensation purposes. BellSouth and ACCESS Integrated further agree to the rebuttable presumption that all combined circuit switched Local and ISP-bound Traffic delivered to BellSouth or ACCESS Integrated that does not exceed a 3:1 ratio of terminating to originating traffic on a statewide basis shall be considered Local Traffic for compensation purposes.
- 7.1.4 Neither Party shall pay compensation to the other Party for per minute of use rate elements associated with the Call Transport and Termination of Local Traffic or ISP-bound Traffic.
- 7.1.5 The appropriate elemental rates set forth in Exhibit A of this Attachment shall apply for Transit Traffic as described in Sections 7.6 and 7.6.1 below and to Multiple Tandem Access as described in Section 4.10.1.5 above.
- 7.1.6 Neither Party shall represent Switched Access Traffic as Local Traffic or ISP-bound Traffic for purposes of determining compensation for the call.
- 7.1.7 If ACCESS Integrated assigns NPA/NXXs to specific BellSouth rate centers within the LATA and assigns numbers from those NPA/NXXs to ACCESS Integrated end users physically located outside of that LATA, BellSouth traffic originating from within the LATA where the NPA/NXXs are assigned and

delivered to a ACCESS Integrated customer physically located outside of such LATA, shall not be deemed Local Traffic. Further, ACCESS Integrated agrees to identify such interLATA traffic to BellSouth and to compensate BellSouth for originating and transporting such interLATA traffic to ACCESS Integrated at BellSouth's switched access tariff rates.

- 7.2 If ACCESS Integrated does not identify such interLATA traffic to BellSouth, to the best of BellSouth's ability, BellSouth will determine which whole ACCESS Integrated NPA/NXXs on which to charge the applicable rates for originating network access service as reflected in BellSouth's Access Service Tariff. BellSouth shall make appropriate billing adjustments if ACCESS Integrated can provide sufficient information for BellSouth to determine whether or not said traffic is Local or ISP-bound Traffic.

7.3 **Jurisdictional Reporting**

- 7.3.1 **Percent Local Use.** Each Party shall report to the other a Percent Local Usage ("PLU") factor. The application of the PLU will determine the amount of minutes of Local Traffic and ISP-bound Traffic to be billed to the other Party. For purposes of developing the PLU, each Party shall consider every Local call, every ISP-bound call and every long distance call. Each Party shall update its PLU on the first of January, April, July and October of the year and shall send it to the other Party to be received no later than thirty (30) calendar days after the first of each such month based on Local Traffic and ISP-bound Traffic usage for the past three (3) months ending the last day of December, March, June and September, respectively. Requirements associated with PLU calculation and reporting shall be as set forth in BellSouth's Jurisdictional Factors Reporting Guide, as it is amended from time to time.

- 7.3.2 **Percent Local Facility.** Each Party shall report to the other a Percent Local Facility ("PLF") factor. The application of the PLF will determine the portion of switched dedicated transport to be billed per the local jurisdiction rates. For purposes of developing the PLF, each Party shall consider every Local call, every ISP-bound call and every long distance call. The PLF shall be applied to Multiplexing, Local Channel and Interoffice Channel Switched Dedicated Transport utilized in the provision of local interconnection trunks. Each Party shall update its PLF on the first of January, April, July and October of the year and shall send it to the other Party to be received no later than thirty (30) calendar days after the first of each such month to be effective the first bill period the following month, respectively. Requirements associated with PLF calculation and reporting shall be as set forth in BellSouth's Jurisdictional Factors Reporting Guide, as it is amended from time to time.

- 7.3.3 **Percent Interstate Usage.** Each Party shall report to the other the projected Percent Interstate Usage ("PIU") factor. All jurisdictional report requirements, rules and regulations for Interexchange Carriers specified in BellSouth's Intrastate

Access Services Tariff will apply to ACCESS Integrated. After interstate and intrastate traffic percentages have been determined by use of PIU procedures, the PLU and PLF factors will be used for application and billing of local interconnection. Each Party shall update its PIU on the first of January, April, July and October of the year and shall send it to the other Party to be received no later than thirty (30) calendar days after the first of each such month, for all services showing the percentages of use for the past three (3) months ending the last day of December, March, June and September.

7.3.4 Notwithstanding the provisions in Section 7.3.1, 7.3.2, and 7.3.3 above, where the terminating Party has message recording technology that identifies the jurisdiction of traffic terminated as defined in this Agreement, such information shall, at the terminating Party's option, be utilized to determine the appropriate jurisdictional reporting factors (PLU, PIU, and/or PLF), in lieu of those provided by the originating Party. In the event that the terminating Party opts to utilize its own data to determine jurisdictional reporting factors, such terminating Party shall notify the originating Party at least fifteen (15) days prior to the beginning of the calendar quarter in which the terminating Party will begin to utilize its own data. Such factors shall be subject to the Dispute Resolution provisions in this Agreement, as well as the Audit provisions set forth in 7.3.5 below.

7.3.5 **Audits.** On thirty (30) days written notice, each Party must provide the other the ability and opportunity to conduct an annual audit to ensure the proper billing of traffic. BellSouth and ACCESS Integrated shall retain records of call detail for a minimum of nine (9) months from which the PLU, PLF and/or PIU can be ascertained. The audit shall be conducted during normal business hours at an office designated by the Party being audited. Audit requests shall not be submitted more frequently than one (1) time per calendar year. Audits shall be performed by a mutually acceptable independent auditor paid for by the Party requesting the audit. The PLF, PLU and/or PIU shall be adjusted based upon the audit results and shall apply for the quarter the audit was completed, for the quarter prior to the completion of the audit, and for the two (2) quarters following the completion of the audit. If, as a result of an audit, either Party is found to have overstated the PLF, PLU and/or PIU by twenty percentage points (20%) or more, that Party shall reimburse the auditing Party for the cost of the audit.

7.4 **Compensation for 8XX Traffic**

7.4.1 Compensation for 8XX Traffic. Each Party shall pay the other the appropriate switched access charges set forth in the other Party's intrastate or interstate switched access tariffs as compensation for transporting and terminating 8XX Traffic. The originating Party will pay the terminating Party the database query charge as set forth in the terminating Party's intrastate or interstate switched access tariffs as applicable.

- 7.4.2 Records for 8XX Billing. Each Party will provide to the other the appropriate records necessary for billing intraLATA 8XX customers. The records provided will be in a standard EMI format.
- 7.4.3 8XX Access Screening. BellSouth's provision of 8XX Toll Free Dialing ("TFD") to ACCESS Integrated requires interconnection from ACCESS Integrated to BellSouth's 8XX Signal Channel Point ("SCP"). Such interconnections shall be established pursuant to BellSouth's Common Channel Signaling Interconnection Guidelines and Telcordia's CCS Network Interface Specification document, TR-TSV-000905. ACCESS Integrated shall establish SS7 interconnection at the BellSouth Local Signal Transfer Points serving the BellSouth 8XX SCPs that ACCESS Integrated desires to query. The terms and conditions for 8XX TFD are set out in BellSouth's Intrastate Access Services Tariff.
- 7.5 **Mutual Provision of Switched Access Service**
- 7.5.1 Switched Access Traffic. Switched Access Traffic is described as telephone calls requiring local transmission or switching services for the purpose of the origination or termination of Telephone Toll Service. Switched Access Traffic includes, but is not limited to, the following types of traffic: Feature Group A, Feature Group B, Feature Group C, Feature Group D, toll free access (e.g., 8XX), 900 access and their successors. Additionally, any Public Switched Telephone Network interexchange telecommunications traffic, where the originating and terminating points, end-to-end points, are in different LATAs, or are in the same LATA and the Parties' Switched Access services are used for the origination or termination of the call, shall be considered Switched Access Traffic. Irrespective of transport protocol method used, a call which originates in one LATA and terminates in another LATA (i.e., the end-to-end points of the call) and in which the Parties' Switched Access Services are used for the origination or termination of the call, shall not be considered Local Traffic or ISP-bound Traffic. Notwithstanding the foregoing, the Parties agree that any cross boundary, voice-to-voice intrastate, interLATA or interstate, interLATA calls established as a Local call by the governing regulatory body shall not be deemed to be a form of Switched Access Traffic for purposes of this Agreement unless the Parties' Switched Access services are used for the origination or termination of the call.
- 7.5.2 If the BellSouth end user chooses ACCESS Integrated as its presubscribed interexchange carrier, or if the BellSouth end user uses ACCESS Integrated as an interexchange carrier on a 101XXXX basis, BellSouth will charge ACCESS Integrated the appropriate BellSouth tariff charges for originating switched access services.
- 7.5.3 Where the originating Party delivers a call to the terminating Party over switched access facilities, the originating Party will pay the terminating Party terminating, switched access charges as set forth in BellSouth's Intrastate or Interstate Access Services Tariff, as appropriate.

- 7.5.4 When ACCESS Integrated's end office switch provides an access service connection to or from an interexchange carrier ("IXC") by a direct trunk group to the IXC utilizing BellSouth facilities, each Party will provide its own access services to the IXC and bill on a multi-bill, multi-tariff meet-point basis. Each Party will bill its own access services rates to the IXC with the exception of the interconnection charge. The interconnection charge will be billed by ACCESS Integrated as the Party providing the end office function. Each party will use the Multiple Exchange Carrier Access Billing (MECAB) or Small Exchange Carrier Access Billing (SECAB) guidelines, as applicable, to establish meet point billing for all applicable traffic. The parties shall utilize a thirty (30) day billing period.
- 7.5.4.1 When ACCESS Integrated's end office subtends the BellSouth Access Tandem switch for receipt or delivery of switched access traffic and provides an access service connection to or from an IXC via BellSouth's Access Tandem switch, BellSouth, as the tandem company agrees to provide to ACCESS Integrated, as the End Office Company, as defined in MECAB or SECAB, at no charge, all the switched access detail usage data, recorded at the access tandem, within no more than sixty (60) days after the recording date. Each Party will notify the other when it is not feasible to meet these requirements. As business requirements change, data reporting requirements may be modified, as necessary, by mutual agreement of the Parties.
- 7.5.5 BellSouth, as the tandem provider company, will retain for a minimum period of sixty (60) days, access message detail sufficient to recreate any data that is lost or damaged by the tandem provider company or any third party involved in processing or transporting data.
- 7.5.6 BellSouth, as the tandem provider company, agrees to recreate the lost or damaged data within forty-eight (48) hours of notification by the other or by an authorized third party handling the data.
- 7.5.7 Any claims against BellSouth, as the tandem provider company, for unbillable or uncollectible revenue should be filed with the tandem provider company within 120 days of the usage date.
- 7.5.8 BellSouth, as the tandem provider company shall keep records of its billing activities relating to jointly-provided Intrastate and Interstate access services in sufficient detail to permit the Subsequent Billing Party to, by formal or informal review or audit, to verify the accuracy and reasonableness of the jointly-provided access billing data provided by the Initial Billing Party. Each Party agrees to cooperate in such formal or informal reviews or audits and further agrees to jointly review the findings of such reviews or audits in order to resolve any differences concerning the findings thereof.

7.5.9 ACCESS Integrated agrees not to deliver switched access traffic to BellSouth for termination except over ACCESS Integrated ordered switched access trunks and facilities.

7.6 Transit Traffic

7.6.1 BellSouth shall provide tandem switching and transport services for ACCESS Integrated's Transit Traffic. Rates for local Transit Traffic and ISP-bound Transit Traffic shall be the applicable Call Transport and Termination charges as set forth in Exhibit A to this Attachment. Rates for Switched Access Transit Traffic shall be the applicable charges as set forth in BellSouth Interstate or Intrastate Switched Access tariffs. Billing associated with all Transit Traffic shall be pursuant to MECAB or SECAB guidelines. Traffic between ACCESS Integrated and Wireless Type 1 third parties shall not be treated as Transit Traffic from a routing or billing perspective. Traffic between ACCESS Integrated and Wireless Type 2A or a third party CLEC utilizing BellSouth switching shall not be treated as Transit Traffic from a routing or billing perspective until BellSouth and the Wireless carrier or a third party CLEC utilizing BellSouth switching have the capability to properly meet-point-bill in accordance with MECAB or SECAB guidelines.

7.6.2 The delivery of traffic that transits the BellSouth network and is transported to another carrier's network is excluded from any BellSouth billing guarantees. BellSouth agrees to deliver Transit Traffic to the terminating carrier; provided, however, that ACCESS Integrated is solely responsible for negotiating and executing any appropriate contractual agreements with the terminating carrier for the exchange of Transit Traffic through the BellSouth network. BellSouth will not be liable for any compensation to the terminating carrier or to ACCESS Integrated. In the event that the terminating third party carrier imposes on BellSouth any charges or costs for the delivery of Transit Traffic, ACCESS Integrated shall reimburse BellSouth for such costs. Additionally, the Parties agree that any billing to a third party or other telecommunications carrier under this section shall be pursuant to MECAB or SECAB guidelines.

8. FRAME RELAY SERVICE INTERCONNECTION

8.1 In addition to the Local Interconnection services set forth above, BellSouth will offer a network to network Interconnection arrangement between BellSouth's and ACCESS Integrated's frame relay switches as set forth below. The following provisions will apply only to Frame Relay Service and Exchange Access Frame Relay Service and Managed Shared Frame Relay Service in those states in which ACCESS Integrated is certified and providing Frame Relay Service as a Local Exchange Carrier and where traffic is being exchanged between ACCESS Integrated and BellSouth Frame Relay Switches in the same LATA.

8.2 The Parties agree to establish two-way Frame Relay facilities between their respective Frame Relay Switches to the mutually agreed upon Frame Relay Service

point(s) of interconnection (“IP(s)”) within the LATA. All IPs shall be within the same Frame Relay Network Serving Areas as defined in Section A40 of BellSouth’s General Subscriber Service Tariff except as set forth in this Attachment.

- 8.3 Upon the request of either Party, such interconnection will be established where BellSouth and ACCESS Integrated have Frame Relay Switches in the same LATA. Where there are multiple Frame Relay switches in one central office, an interconnection with any one of the switches will be considered an interconnection with all of the switches at that central office for purposes of routing packet traffic.
- 8.4 The Parties agree to provision local and intraLATA Frame Relay Service and Exchange Access Frame Relay Service and Managed Shared Frame Relay Service (both intrastate and interstate) over Frame Relay interconnection facilities between the respective Frame Relay switches and the IPs.
- 8.5 The Parties agree to assess each other reciprocal charges for the facilities that each provides to the other according to the Percent Local Circuit Use Factor (PLCU), determined as follows:
 - 8.5.1 If the data packets originate and terminate in locations in the same LATA, and are consistent with the local definitions of the Agreement, the traffic is considered local. Frame Relay framed packet data is transported within Virtual Circuits (VC). For the purposes of this Agreement, if all the data packets transported within a VC remain within the LATA, then consistent with the local definitions in this Agreement, the traffic on that VC is local (“Local VC”).
 - 8.5.2 If the originating and terminating locations of the two-way packet data traffic are not in the same LATA, the traffic on that VC is interLATA (“InterLATA VC”).
 - 8.5.3 The PLCU is determined by dividing the total number of Local VCs, by the total number of VCs on each Frame Relay facility. To facilitate implementation, ACCESS Integrated may determine its PLCU in aggregate, by dividing the total number of Local VCs in a given LATA by the total number VCs in that LATA. The Parties agree to renegotiate the method for determining PLCU, at BellSouth’s request, and within 90 days, if BellSouth notifies ACCESS Integrated that it has found that this method does not adequately represent the PLCU.
 - 8.5.4 If there are no VCs on a facility when it is billed, the PLCU will be zero.
 - 8.5.5 BellSouth will provide the circuit between the Parties’ respective Frame Relay Switches. The Parties will be compensated as follows: BellSouth will invoice, and ACCESS Integrated will pay, the total non-recurring and recurring charges for the circuit based upon the rates set forth in BellSouth’s Interstate Access Tariff, FCC No. 1. ACCESS Integrated will then invoice, and BellSouth will pay, an amount

calculated by multiplying the BellSouth billed charges for the circuit by one-half of ACCESS Integrated's PLCU.

- 8.6 The Parties agree to compensate each other for Frame Relay network-to-network interface (NNI) ports based upon the NNI rates set forth in BellSouth's Interstate Access Tariff, FCC No. 1. Compensation for each pair of NNI ports will be calculated as follows: BellSouth will invoice, and ACCESS Integrated will pay, the total non-recurring and recurring charges for the NNI port. ACCESS Integrated will then invoice, and BellSouth will pay, an amount calculated by multiplying the BellSouth billed non-recurring and recurring charges for the NNI port by ACCESS Integrated's PLCU.
- 8.7 Each Party agrees that there will be no charges to the other Party for its own subscriber's Permanent Virtual Circuit (PVC) rate elements for the local PVC segment from its Frame Relay switch to its own subscriber's premises. PVC rate elements include the Data Link Connection Identifier (DLCI) and Committed Information Rate (CIR).
- 8.8 For the PVC segment between the ACCESS Integrated and BellSouth Frame Relay switches, compensation for the PVC charges is based upon the rates in BellSouth's Interstate Access Tariff, FCC No. 1.
- 8.9 Compensation for PVC rate elements will be calculated as follows:
- 8.9.1 If ACCESS Integrated orders a VC connection between a BellSouth subscriber's PVC segment and a PVC segment from the BellSouth Frame Relay switch to the ACCESS Integrated Frame Relay switch, BellSouth will invoice, and ACCESS Integrated will pay, the total non-recurring and recurring PVC charges for the PVC segment between the BellSouth and ACCESS Integrated Frame Relay switches. If the VC is a Local VC, ACCESS Integrated will then invoice and BellSouth will pay, the total non-recurring and recurring PVC charges billed for that segment. If the VC is not local, no compensation will be paid to ACCESS Integrated for the PVC segment.
- 8.9.2 If BellSouth orders a Local VC connection between a ACCESS Integrated subscriber's PVC segment and a PVC segment from the ACCESS Integrated Frame Relay switch to the BellSouth Frame Relay switch, BellSouth will invoice, and ACCESS Integrated will pay, the total non-recurring and recurring PVC and CIR charges for the PVC segment between the BellSouth and ACCESS Integrated Frame Relay switches. If the VC is a Local VC, ACCESS Integrated will then invoice and BellSouth will pay the total non-recurring and recurring PVC and CIR charges billed for that segment. If the VC is not local, no compensation will be paid to ACCESS Integrated for the PVC segment.

- 8.9.3 The Parties agree to compensate each other for requests to change a PVC segment or PVC service order record, according to the Feature Change charge as set forth in the BellSouth access tariff BellSouth Tariff FCC No. 1.
- 8.9.4 If ACCESS Integrated requests a change, BellSouth will invoice and ACCESS Integrated will pay a Feature Change charge for each affected PVC segment.
- 8.9.4.1 If BellSouth requests a change to a Local VC, ACCESS Integrated will invoice and BellSouth will pay a Feature Change charge for each affected PVC segment.
- 8.9.5 The Parties agree to limit the sum of the CIR for the VCs on a DS1 NNI port to not more than three times the port speed, or not more than six times the port speed on a DS3 NNI port.
- 8.9.6 Except as expressly provided herein, this Agreement does not address or alter in any way either Party's provision of Exchange Access Frame Relay Service, Managed Shared Frame Relay Service or interLATA Frame Relay Service. All charges by each Party to the other for carriage of Exchange Access Frame Relay Service or interLATA Frame Relay Service are included in the BellSouth access tariff BellSouth Tariff FCC No. 1.
- 8.10 ACCESS Integrated will identify and report quarterly to BellSouth the PLCU of the Frame Relay facilities it uses, per Section 8.5.3 above.
- 8.11 Either Party may request a review or audit of the various service components, consistent with the provisions of section E2 of the BellSouth State Access Services tariffs or Section 2 of the BellSouth FCC No.1 Tariff.

9. ORDERING CHARGES

- 9.1 The terms, conditions and rates for Ordering Charges are as set forth in FCC Tariff for Access Service Records.

BELLSOUTH
PHYSICAL COLLOCATION

1. Scope of Attachment

- 1.1 The rates, terms, and conditions contained within this Attachment shall only apply when ACCESS Integrated is physically collocated as a sole occupant or as a Host within a Premises location pursuant to this Attachment. BellSouth Premises include BellSouth Central Offices and Serving Wire Centers (hereinafter “Premises”). This Attachment is applicable to Premises owned or leased by BellSouth. However, if the Premises occupied by BellSouth is leased by BellSouth from a third party, special considerations and intervals may apply in addition to the terms and conditions of this Attachment.
- 1.2 Right to Occupy. BellSouth shall offer to ACCESS Integrated collocation on rates, terms, and conditions that are just, reasonable, non-discriminatory and consistent with the rules of the Federal Communications Commission (“FCC”). Subject to the rates, terms and conditions of this Attachment where space is available and it is technically feasible, BellSouth shall allow ACCESS Integrated to exercise, throughout the term hereof, the exclusive right to occupy, and to exercise all other rights granted hereunder with regard to, that certain area designated by BellSouth within a BellSouth Premises, or on BellSouth property upon which the BellSouth Premises is located, of a size which is specified by ACCESS Integrated and agreed to by BellSouth (hereinafter “Collocation Space”). The necessary rates, terms and conditions for BellSouth locations other than BellSouth Premises shall be negotiated upon request for collocation at such location(s).
- 1.2.1 Neither BellSouth nor any of BellSouth’s affiliates may reserve space for future use on more preferential terms than those set forth below.
- 1.2.1.1 In all states other than Florida, the size specified by ACCESS Integrated may contemplate a request for space sufficient to accommodate ACCESS Integrated’s growth within a two-year period.
- 1.2.1.2 In the state of Florida, the size specified by ACCESS Integrated may contemplate a request for space sufficient to accommodate ACCESS Integrated’s growth within an eighteen (18) month period.
- 1.3 Space Allocation. BellSouth shall attempt to accommodate ACCESS Integrated's requested preferences if any. In allocating Collocation Space, BellSouth shall not materially increase ACCESS Integrated's cost or materially delay ACCESS Integrated's occupation and use of the Collocation Space, shall not assign Collocation Space that will impair the quality of service or otherwise limit the service ACCESS Integrated wishes to offer, and shall not reduce unreasonably the total space available

for physical collocation or preclude unreasonably physical collocation within the Premises. Space shall not be available for collocation if it is: (a) physically occupied by non-obsolete equipment; (b) assigned to another collocator; (c) used to provide physical access to occupied space; (d) used to enable technicians to work on equipment located within occupied space; (e) properly reserved for future use, either by BellSouth or by another carrier; or (f) essential for the administration and proper functioning of BellSouth's Premises. BellSouth may segregate Collocation Space and require separate entrances in accordance with FCC rules.

- 1.4 Space Reclamation. In the event of space exhaust within a Central Office Premises, BellSouth may include in its documentation for the Petition for Waiver filing any unutilized space in the Central Office Premises. ACCESS Integrated will be responsible for any justification of unutilized space within its space, if the Commission requires such justification.
- 1.5 Use of Space. ACCESS Integrated shall use the Collocation Space for the purposes of installing, maintaining and operating ACCESS Integrated's equipment (including testing and monitoring equipment) necessary for interconnection with BellSouth services and facilities or for access to BellSouth unbundled network elements, used in either case for the provision of telecommunications services, as specifically set forth in this Attachment. The Collocation Space may be used for no other purposes except as specifically described herein or in any amendment hereto or authorized in writing by BellSouth.
- 1.6 Rates and Charges. ACCESS Integrated agrees to pay charges for collocation provided by BellSouth at the rates identified in Exhibit B attached hereto, provided however, ACCESS Integrated shall have the right to dispute any charge which it believes to be in error subject to the billing dispute resolution provisions set forth in this Agreement.
- 1.7 If any due date contained in this Attachment falls on a weekend or National holiday, then the due date will be the next business day thereafter. For intervals of ten (10) calendar days or less National holidays will be excluded.
- 1.8 The parties agree to comply with all applicable federal, state, county, local and administrative laws, rules, ordinances, regulations and codes in the performance of their obligations hereunder.
2. **Space Availability Report**
- 2.1 Space Availability Report. Upon request from ACCESS Integrated, BellSouth will provide a written report ("Space Availability Report") describing in detail the space that is available for collocation and specifying the amount of Collocation Space available at the Premises requested, the number of collocators present at the Premises, any modifications in the use of the space since the last report on the Premises requested and the measures BellSouth is taking to make additional space available for

collocation arrangements. A Space Availability Report does not reserve space at the Premises.

- 2.1.1 The request from ACCESS Integrated for a Space Availability Report must be written and must include the Premises street address, as identified in the Local Exchange Routing Guide (“LERG”), and Common Language Location Identification (“CLLI”) code of the Premises. CLLI code information is located in the National Exchange Carriers Association (“NECA”) Tariff FCC No. 4.
- 2.1.2 BellSouth will respond to a request for a Space Availability Report for a particular Premises within ten (10) calendar days of receipt of such request. BellSouth will make best efforts to respond in ten (10) calendar days to such a request when the request includes from two (2) to five (5) Premises within the same state. The response time for requests of more than five (5) Premises shall be negotiated between the Parties. If BellSouth cannot meet the ten (10) calendar day response time, BellSouth shall notify ACCESS Integrated and inform ACCESS Integrated of the time frame under which it can respond.

3. Collocation Options

- 3.1 Cageless. BellSouth shall allow ACCESS Integrated to collocate ACCESS Integrated’s equipment and facilities without requiring the construction of a cage or similar structure. BellSouth shall allow ACCESS Integrated to have twenty-four (24) hour direct access to ACCESS Integrated’s equipment and facilities. BellSouth shall make cageless collocation available in single bay increments. Except where ACCESS Integrated’s equipment requires special technical considerations (e.g., special cable racking, isolated ground plane, etc.), BellSouth shall assign cageless Collocation Space in conventional equipment rack lineups where feasible. For equipment requiring special technical considerations, ACCESS Integrated must provide the equipment layout, including spatial dimensions for such equipment pursuant to generic requirements contained in Telcordia GR-63-Core, and shall be responsible for compliance with all special technical requirements associated with such equipment.
- 3.2 Caged. At ACCESS Integrated’s expense, ACCESS Integrated may arrange with a Supplier certified by BellSouth (“Certified Supplier”) to construct a collocation arrangement enclosure in accordance with BellSouth’s guidelines and specifications, provided that such guidelines are reasonable, non-discriminatory and consistent with applicable laws, rules and orders, prior to starting equipment installation. BellSouth will provide such guidelines and specifications upon request. Where local building codes require enclosure specifications more stringent than BellSouth’s standard enclosure specification, ACCESS Integrated and ACCESS Integrated’s Certified Supplier must comply with the more stringent local building code requirements. ACCESS Integrated’s Certified Supplier shall be responsible for filing and receiving any and all necessary permits and/or licenses for such construction. BellSouth shall cooperate with ACCESS Integrated and provide, at ACCESS Integrated’s expense,

the documentation, including existing building architectural drawings, enclosure drawings, and specifications required and necessary for ACCESS Integrated to obtain the zoning, permits and/or other licenses. ACCESS Integrated's Certified Supplier shall bill ACCESS Integrated directly for all work performed for ACCESS Integrated pursuant to this Attachment and BellSouth shall have no liability for nor responsibility to pay such charges imposed by ACCESS Integrated's Certified Supplier. ACCESS Integrated must provide the local BellSouth building contact with two Access Keys used to enter the locked enclosure. Except in case of emergency, BellSouth will not access ACCESS Integrated's locked enclosure prior to notifying ACCESS Integrated. Upon request, BellSouth shall construct the enclosure for ACCESS Integrated.

3.2.1 BellSouth may elect to review ACCESS Integrated's space enclosure construction plans and specifications prior to allowing construction to start to ensure compliance with BellSouth's guidelines and specifications. Notification to ACCESS Integrated indicating BellSouth's desire to conduct this review will be provided in BellSouth's response to the Initial Application, if ACCESS Integrated has indicated its desire to construct its own enclosure. If ACCESS Integrated's Initial Application does not indicate its desire to construct its own enclosure, but its subsequent firm order does indicate its desire to construct its own enclosure, then notification to review will be given within ten (10) calendar days after the Firm Order date. BellSouth shall complete its review within fifteen (15) calendar days after the receipt of the space enclosure construction plans and specifications. Regardless of whether or not BellSouth elects to review ACCESS Integrated's construction plans and specifications, BellSouth reserves the right to inspect the enclosure after construction to make sure it is constructed according to the submitted construction plans and specifications and/or BellSouth's guidelines and specifications, as applicable. If BellSouth decides to inspect, the construction, BellSouth will complete its inspection within fifteen (15) calendar days after receipt of written notification of completion of the enclosure from ACCESS Integrated. BellSouth shall require ACCESS Integrated to remove or correct within seven (7) calendar days at ACCESS Integrated's expense any construction that does not meet these construction plans and specifications or, where applicable, BellSouth guidelines and specifications.

3.3 Shared Caged Collocation. ACCESS Integrated may allow other telecommunications carriers to share ACCESS Integrated's caged collocation arrangement pursuant to terms and conditions agreed to by ACCESS Integrated ("Host") and other telecommunications carriers ("Guests") and pursuant to this Section, except where the BellSouth Premises is located within a leased space and BellSouth is prohibited by said lease from offering such an option. ACCESS Integrated shall notify BellSouth in writing upon execution of any collocation agreement between the Host and its Guest within ten (10) calendar days of its execution and prior to any Firm Order. Further, such notice shall include the name of the Guest(s) and the term of the agreement, and shall contain a certification by ACCESS Integrated that said agreement imposes upon the Guest(s) the same terms and conditions for Collocation Space as set forth in this Attachment between BellSouth and ACCESS Integrated.

- 3.3.1 ACCESS Integrated, as the Host, shall be the sole interface and responsible Party to BellSouth for the assessment and billing of rates and charges contained within this Attachment and for the purposes of ensuring that the safety and security requirements of this Attachment are fully complied with by the Guest(s), its employees and agents. BellSouth shall provide ACCESS Integrated with a proration of the costs of the Collocation Space based on the number of collocators and the space used by each with a minimum charge of one (1) bay/rack per Host/Guest. In all states other than Florida, and in addition to the foregoing, ACCESS Integrated shall be the responsible party to BellSouth for the purpose of submitting applications for initial and additional equipment placement of the Guest. In Florida, the Guest may directly submit initial and additional equipment placement applications using the Host's access carrier name abbreviation (ACNA). A separate Guest application shall require the assessment of an Initial or Subsequent Application Fee, as set forth in Exhibit B, which will be billed to the Host on the date that BellSouth provides its written response ("Application Response"); however, in the event Host submits a joint Initial Application or Subsequent Application on behalf of itself and its Guest, only one Initial Application Fee or one Subsequent Application Fee will be assessed.
- 3.3.2 Notwithstanding the foregoing, the Guest may arrange directly with BellSouth for the provision of the interconnecting facilities between BellSouth and the Guest and for the provision of the services and access to unbundled network elements. The bill for these interconnecting facilities, services and access to UNEs will be charged to the Guest pursuant to the applicable tariff or the Guest's Interconnection Agreement with BellSouth.
- 3.3.3 ACCESS Integrated shall indemnify and hold harmless BellSouth from any and all claims, actions, causes of action, of whatever kind or nature arising out of the presence of ACCESS Integrated's Guests in the Collocation Space except to the extent caused by BellSouth's sole negligence, or to the extent caused by BellSouth's gross negligence or willful misconduct.
- 3.4 Adjacent Collocation. Subject to technical feasibility and space availability, BellSouth will permit adjacent collocation arrangements ("Adjacent Arrangement") on the Premises' property, where the Adjacent Arrangement does not interfere with access to existing or planned structures or facilities on the Premises property. The Adjacent Arrangement shall be constructed or procured by ACCESS Integrated and in conformance with BellSouth's design and construction specifications. Further, ACCESS Integrated shall construct, procure, maintain and operate said Adjacent Arrangement(s) pursuant to all of the rates, terms and conditions set forth in this Attachment.
- 3.4.1 Should ACCESS Integrated elect Adjacent Collocation, ACCESS Integrated must arrange with a Certified Supplier to construct an Adjacent Arrangement structure in accordance with BellSouth's guidelines and specifications. BellSouth will provide

guidelines and specifications upon request. Where local building codes require enclosure specifications more stringent than BellSouth's standard specification, ACCESS Integrated and ACCESS Integrated's Certified Supplier must comply with the more stringent local building code requirements. ACCESS Integrated's Certified Supplier shall be responsible for filing and receiving any and all necessary zoning, permits and/or licenses for such construction. ACCESS Integrated's Certified Supplier shall bill ACCESS Integrated directly for all work performed for ACCESS Integrated pursuant to this Attachment and BellSouth shall have no liability for nor responsibility to pay such charges imposed by ACCESS Integrated's Certified Supplier. ACCESS Integrated must provide the local BellSouth building contact with two cards, keys or other access device used to enter the locked enclosure. Except in cases of emergency, BellSouth shall not access ACCESS Integrated's locked enclosure prior to notifying ACCESS Integrated.

3.4.2 ACCESS Integrated must submit its construction plans and specifications to BellSouth with its Firm Order. BellSouth shall review ACCESS Integrated's construction plans and specifications prior to construction of an Adjacent Arrangement(s) to ensure compliance with BellSouth's guidelines and specifications. BellSouth shall complete its review within fifteen (15) calendar days after receipt of construction plans and specifications. BellSouth may inspect the Adjacent Arrangement during and after construction to confirm it is constructed according to the submitted plans and specifications. If BellSouth decides to inspect, BellSouth will complete its inspection within fifteen (15) calendar days after receipt of written notification of completion of the enclosure from ACCESS Integrated. BellSouth shall require ACCESS Integrated to remove or correct within seven (7) calendar days at ACCESS Integrated's expense any structure that does not meet these plans and specifications or, where applicable, BellSouth's guidelines and specifications.

3.4.3 ACCESS Integrated shall provide a concrete pad, the structure housing the arrangement, heating/ventilation/air conditioning ("HVAC"), lighting, and all facilities that connect the structure (i.e. racking, conduits, etc.) to the BellSouth point of demarcation. At ACCESS Integrated's option, and where the local authority having jurisdiction permits, BellSouth shall provide an AC power source and access to physical collocation services and facilities subject to the same nondiscriminatory requirements as applicable to any other physical collocation arrangement. In Alabama and Louisiana, BellSouth will provide DC power to Adjacent Collocation sites where technically feasible, as that term has been defined by the FCC, and subject to individual case basis pricing. ACCESS Integrated's Certified Supplier shall be responsible, at ACCESS Integrated's expense, for filing and receiving any and all necessary zoning, permits and/or licenses for such arrangement. BellSouth shall allow Shared Caged Collocation within an Adjacent Arrangement pursuant to the terms and conditions set forth herein.

3.5 Co-Carrier Cross Connect (CCXC). The primary purpose of collocation is for a collocated telecommunications carrier to interconnect with BellSouth's network or to access BellSouth's unbundled network elements for the provision of

telecommunications services within a BellSouth Premises. BellSouth will permit ACCESS Integrated to interconnect between its virtual or physical collocation arrangements and those of another collocated telecommunications carrier within the same central office. Both ACCESS Integrated's agreement and the other collocated telecommunications carrier's agreement must contain rates, terms and conditions for CCXC language. At no point in time shall ACCESS Integrated use the Collocation Space for the sole or primary purpose of cross connecting to other collocated telecommunications carriers.

- 3.5.1 ACCESS Integrated must use a BellSouth Certified Supplier to place the CCXC. The CCXC shall be provisioned through facilities owned by ACCESS Integrated. Such connections to other carriers may be made using either optical or electrical facilities. Notwithstanding the foregoing, in cases where ACCESS Integrated's equipment and the equipment of the other interconnector are located in contiguous caged Collocation Spaces, ACCESS Integrated will have the option of using ACCESS Integrated's own technicians to deploy co-carrier cross connects using either electrical or optical facilities between the sets of equipment and to construct its own dedicated cable support structure. ACCESS Integrated may deploy such optical or electrical connections directly between its own facilities and the facilities of other collocated telecommunications carriers without being routed through BellSouth equipment. ACCESS Integrated may not self-provision CCXC on any BellSouth distribution frame, POT (Point of Termination) Bay, DSX (Digital System Cross-connect) or LGX (Light Guide Cross-connect). ACCESS Integrated is responsible for ensuring the integrity of the signal.
- 3.5.2 ACCESS Integrated shall be responsible for providing written authorization to BellSouth from the other collocated telecommunications carrier prior to installing the CCXC. ACCESS Integrated-provisioned CCXC shall utilize common cable support structure. There will be a recurring charge per linear foot, per cable, of common cable support structure used. In the case of two contiguous caged collocation arrangements, ACCESS Integrated will have the option of using ACCESS Integrated's own technicians to construct its own dedicated support structure.
- 3.5.3 To order CCXCs, ACCESS Integrated must submit an Initial Application or Subsequent Application. If no modification to the Collocation Space is requested other than the placement of CCXCs, the Subsequent Application Fee for CCXC, as defined in Exhibit B, will apply. If modifications in addition to the placement of CCXCs are requested, the Initial Application or Subsequent Application Fee will apply. This non-recurring fee will be billed by BellSouth on the date that BellSouth provides an Application Response.

4. Occupancy

- 4.1 Occupancy. BellSouth will notify ACCESS Integrated in writing of the date that the Collocation Space will be ready for occupancy ("Space Ready Date"). ACCESS Integrated will schedule and complete an acceptance walk-through of the Collocation

Space with BellSouth within fifteen (15) calendar days after the Space Ready Date. BellSouth will correct any deviations to ACCESS Integrated's original or jointly amended requirements within seven (7) calendar days after the walk-through, unless the Parties jointly agree upon a different time frame, and BellSouth shall establish a new Space Ready Date. Another acceptance walk-through will then be scheduled and conducted within fifteen (15) calendar days of the new Space Ready Date. This follow-up acceptance walk-through will be limited to those items identified in the initial walk-through. If ACCESS Integrated has met the fifteen (15) calendar day interval(s), billing will begin upon the date of ACCESS Integrated's acceptance of the Collocation Space ("Space Acceptance Date"). In the event that ACCESS Integrated fails to complete an acceptance walk-through within this fifteen (15) calendar day interval, the Collocation Space shall be deemed accepted by ACCESS Integrated on the Space Ready Date and billing will commence from that date. If ACCESS Integrated occupies the space prior to the Space Ready Date, the date ACCESS Integrated occupies the space becomes the new Space Acceptance Date and billing will begin from that date. ACCESS Integrated must notify BellSouth in writing that collocation equipment installation is complete and is operational with BellSouth's network. BellSouth may, at its option, not accept orders for cross connects until receipt of such notice. For purposes of this paragraph, ACCESS Integrated's telecommunications equipment will be deemed operational when cross-connected to BellSouth's network for the purpose of service provisioning.

4.2 Termination of Occupancy. In addition to any other provisions addressing termination of occupancy in this Agreement, ACCESS Integrated may terminate occupancy in a particular Collocation Space by submitting a Subsequent Application requesting termination of occupancy. A Subsequent Application Fee will not apply for termination of occupancy. BellSouth may terminate ACCESS Integrated's right to occupy the Collocation Space in the event ACCESS Integrated fails to comply with any material provision of this Agreement provided BellSouth gives ACCESS Integrated fifteen (15) business days' prior written notice of the failure to comply and gives ACCESS Integrated an opportunity to cure. Notwithstanding the above, any termination for non-payment of applicable fees, shall be in accordance with Attachment 7, Billing.

4.2.1 Upon termination of occupancy, ACCESS Integrated at its expense shall remove its equipment and other property from the Collocation Space. ACCESS Integrated shall have thirty (30) calendar days from the termination date to complete such removal, including the removal of all equipment and facilities of ACCESS Integrated's Guests, unless ACCESS Integrated's Guest has assumed responsibility for the Collocation Space housing the Guest's equipment and executed the documentation required by BellSouth prior to such removal date. Unless the Parties agree otherwise, ACCESS Integrated shall continue payment of monthly fees to BellSouth until the earlier of such date as (i) the Guest has assumed responsibility for the Collocation Space, as set forth above or; (ii) ACCESS Integrated, and if applicable ACCESS Integrated's Guest, has fully vacated the Collocation Space and the Space Relinquishment Form (the "Form")

has been provided to BellSouth (BellSouth shall be deemed to accept such Form no later than ten (10) business days after BellSouth receives the Form) and ACCESS Integrated has surrendered the Collocation Space to BellSouth in substantially the same condition as existed when first occupied by ACCESS Integrated, except for ordinary wear and tear, unless otherwise agreed to by the Parties. Unless the Parties otherwise agree upon a schedule for the removal of equipment and facilities placed in the Collocation Space by ACCESS Integrated and/or its Guest(s) (if any), if ACCESS Integrated or ACCESS Integrated's Guest fail to vacate or assume responsibility for the Collocation Space within seventy five (75) calendar days after the termination date, BellSouth may remove the equipment and other property of ACCESS Integrated or ACCESS Integrated's Guest(s) in any manner that BellSouth deems fit at ACCESS Integrated's expense and with no liability whatsoever for ACCESS Integrated's property or ACCESS Integrated's Guest(s)'s property, except for damage or injury to ACCESS Integrated or ACCESS Integrated's Guest (s)'s equipment or facilities caused by the gross negligence or intentional misconduct of BellSouth. Upon termination of ACCESS Integrated's right to occupy Collocation Space, the Collocation Space will revert back to BellSouth, and ACCESS Integrated shall surrender such Collocation Space to BellSouth in substantially the same condition as existed when first occupied by ACCESS Integrated except for ordinary wear and tear, unless otherwise agreed to by the Parties. ACCESS Integrated's BellSouth Certified Supplier shall be responsible for updating and making any necessary changes to BellSouth's records as required by BellSouth's guidelines and specifications including but not limited to Central Office Record Drawings and ERMA Records. ACCESS Integrated shall be responsible for the cost of removing any ACCESS Integrated constructed enclosure, together with all support structures (e.g., racking, conduits, power cables, etc.), at the termination of occupancy and for restoring the grounds to their original condition.

5. Use of Collocation Space

- 5.1 Equipment Type. BellSouth hereby permits the collocation of any type of equipment necessary for interconnection to BellSouth's network or for access to BellSouth's unbundled network elements in the provision of telecommunications services, as the term "necessary" is defined by FCC 47 C.F.R. Section 51.323 (b). The primary purpose and function of any equipment collocated in a Premises must be for interconnection to BellSouth's network or for access to BellSouth's unbundled network elements in the provision of telecommunications services. Examples of equipment that would be considered necessary include, but are not limited to: (i) transmission equipment including, but not limited to, optical terminating equipment and multiplexers; (ii) equipment used to terminate basic transmission facilities pursuant to Sections 64.1410 and 64.1402 of Title 47 of the Code of Federal Regulations as of August 1, 1996; (iii) digital subscriber access multiplexers, routers, asynchronous transfer mode multiplexers and remote switching modules; and (iv) equipment required by ACCESS Integrated for physical test access and/or cross-connections of ACCESS Integrated's collocated equipment, including without limitation, a termination bay or

frame, so long as such termination bay or frame does not serve as the demarcation point. Should BellSouth, at any time, object to collocation of equipment by ACCESS Integrated for the purposes described in Section 251 (c) (6) of the Act, then ACCESS Integrated may avail itself of the dispute resolution procedures set forth in Section 10 (Resolution of Disputes) of the General Terms and Conditions of this Agreement. If ACCESS Integrated exercises its rights under such dispute resolution procedures, BellSouth shall first prove to the relevant state Commission that the equipment in question used or to be used by by ACCESS Integrated is not equipment necessary for interconnection or access to unbundled network elements, as defined in 47 CFR 51.5, and that such equipment fails to satisfy the standards set forth in 47 CFR 51.323 (b), before denying ACCESS Integrated's request to collocate such equipment or causing the removal of said equipment.

- 5.1.1 Examples of equipment that would not be considered necessary include but are not limited to: Traditional circuit switching equipment, equipment used exclusively for call-related databases, computer servers used exclusively for providing information services, operations support system (OSS) equipment used to support collocated telecommunications carrier network operations, equipment that generates customer orders, manages trouble tickets or inventory, or stores customer records in centralized databases, etc. BellSouth will determine upon receipt of an application if the requested equipment is necessary based on the criteria established by the FCC. Multifunctional equipment placed on BellSouth's Premises must not place any greater relative burden on BellSouth's property than comparable single-function equipment. BellSouth reserves the right to permit collocation of any equipment on a nondiscriminatory basis.
- 5.1.2 Such equipment must, at a minimum, meet the following Telcordia Network Equipment Building Systems (NEBS) General Equipment Requirements: Criteria Level 1 requirements as outlined in the Telcordia Special Report SR-3580, Issue 1; equipment design spatial requirements per GR-63-CORE, Section 2; thermal heat dissipation per GR-063-CORE, Section 4, Criteria 77-79; acoustic noise per GR-063-CORE, Section 4, Criterion 128, and National Electric Code standards. Except where otherwise required by a Commission, BellSouth shall comply with the applicable FCC rules relating to denial of collocation based on ACCESS Integrated's failure to comply with this Section. BellSouth may not object to or deny the collocation of any equipment on the grounds that the equipment (i) does not comply with safety or engineering standards that are more stringent than the safety or engineering standards that BellSouth applies to its own equipment, or (ii) fails to comply with Network Equipment and Building Specifications performance standards or any other performance standards. If BellSouth denies collocation of ACCESS Integrated's equipment, citing safety standards, BellSouth must provide ACCESS Integrated, within five (5) business days after such denial, a list of all equipment that BellSouth has located within the central office premises in question, together with a sworn affidavit attesting that all such BellSouth equipment located therein meets or exceeds the safety standards that BellSouth contends ACCESS Integrated's equipment fails to meet.

- 5.1.3 ACCESS Integrated shall not request more DS0, DS1, DS3 and optical terminations for a collocation arrangement than the total port or termination capacity of the equipment physically installed in the arrangement. The total capacity of the equipment collocated in the arrangement will include equipment contained in the application in question as well as equipment already placed in the arrangement. If full network termination capacity of the equipment being installed is not requested in the application, additional network terminations for the installed equipment will require the submission of another application. In the event that ACCESS Integrated submits an application for terminations that exceed the total capacity of the collocated equipment, ACCESS Integrated will be informed of the discrepancy and will be required to submit a revision to the application.
- 5.2 Commencing with the third calendar quarter of 2003 and thereafter with respect to each subsequent calendar quarter during the term of this Attachment, ACCESS Integrated will, no later than thirty (30) days after the close of such calendar quarter, provide a report to ICS Collocation Product, Room 34A55, 675 W. Peachtree Street, Atlanta, Georgia 30375 listing equipment in the Collocation Space (i) which was added during the calendar quarter to which such report pertains, and (ii) for which there is a UCC-1 lien holder or another entity that has a secured financial interest in such equipment. Equipment that satisfies both subparts (i) and (ii) of this section shall be deemed to be "Secured Equipment". Should there be no Secured Equipment in a given calendar quarter, no report shall be due hereunder in connection with such calendar quarter.
- 5.3 ACCESS Integrated shall not use the Collocation Space for marketing purposes nor shall it place any identifying signs or markings outside the Collocation Space or on the grounds of the Premises.
- 5.4 ACCESS Integrated shall place a plaque or other identification affixed to ACCESS Integrated's equipment necessary to identify ACCESS Integrated's equipment, including a list of emergency contacts with telephone numbers.
- 5.5 Entrance Facilities. ACCESS Integrated may elect to place ACCESS Integrated-owned or ACCESS Integrated-leased fiber entrance facilities into the Collocation Space. BellSouth will designate the point of interconnection in close proximity to the Premises building housing the Collocation Space, such as an entrance manhole or a cable vault, which are physically accessible by both Parties. ACCESS Integrated will provide and place fiber cable at the point of entrance of sufficient length to be pulled through conduit and into the splice location. ACCESS Integrated will provide and install a sufficient length of fire retardant riser cable, to which the entrance cable will be spliced by BellSouth, which will extend from the splice location to ACCESS Integrated's equipment in the Collocation Space. In the event ACCESS Integrated utilizes a non-metallic, riser-type entrance facility, a splice will not be required. ACCESS Integrated must contact BellSouth for instructions prior to placing the

entrance facility cable in the manhole. ACCESS Integrated is responsible for maintenance of the entrance facilities. At ACCESS Integrated's option BellSouth will accommodate where technically feasible a microwave entrance facility pursuant to separately negotiated terms and conditions. In the case of adjacent collocation, unless BellSouth determines that limited space is available for the entrance facilities, copper facilities may be used between the adjacent collocation arrangement and the central office demarcation point.

- 5.5.1 Dual Entrance. BellSouth will provide at least two interconnection points at each Premises where there are at least two such interconnection points available and where capacity exists. Upon receipt of a request for physical collocation under this Attachment, BellSouth shall provide ACCESS Integrated with information regarding BellSouth's capacity to accommodate dual entrance facilities. If conduit in the serving manhole(s) is available and is not reserved for another purpose for utilization within twelve (12) months of the receipt of an application for collocation, BellSouth will make the requested conduit space available for installing a second entrance facility to ACCESS Integrated's arrangement. The location of the serving manhole(s) will be determined at the sole discretion of BellSouth. Where dual entrance is not available due to lack of capacity, BellSouth will so state in the Application Response.
- 5.5.2 Shared Use. ACCESS Integrated may utilize spare capacity on an existing interconnector entrance facility for the purpose of providing an entrance facility to ACCESS Integrated's collocation arrangement within the same BellSouth Premises. BellSouth shall allow the splice, provided that the fiber is non-working fiber. ACCESS Integrated must arrange with BellSouth for BellSouth to splice the ACCESS Integrated provided riser cable to the spare capacity on the entrance facility. The rates set forth in Exhibit B will apply. If ACCESS Integrated desires to allow another telecommunications carrier to use its entrance facilities, additional rates, terms and conditions will apply and shall be negotiated between the Parties.
- 5.6 Demarcation Point. BellSouth will designate the point(s) of demarcation between ACCESS Integrated's equipment and/or network and BellSouth's network. Each Party will be responsible for maintenance and operation of all equipment/facilities on its side of the demarcation point. For 2-wire and 4-wire connections to BellSouth's network, the demarcation point shall be a common block on the BellSouth designated conventional distributing frame (CDF). ACCESS Integrated shall be responsible for providing, and a supplier certified by BellSouth ("BellSouth Certified Supplier") shall be responsible for installing and properly labeling/stenciling the common block and necessary cabling pursuant to Section 7. For all other terminations BellSouth shall designate a demarcation point on a per arrangement basis. ACCESS Integrated or its agent must perform all required maintenance to equipment/facilities on its side of the demarcation point, pursuant to Section 5.7, following, and may self-provision cross-connects that may be required within the Collocation Space to activate service requests.

- 5.6.1 In Tennessee, BellSouth will designate the point(s) of demarcation between ACCESS Integrated's equipment and/or network and BellSouth's network. Each Party will be responsible for maintenance and operation of all equipment/facilities on its side of the demarcation point. For connections to BellSouth's network, the demarcation point shall be a ACCESS Integrated provided Point of Termination Bay (POT Bay) in a common area within the Premises. ACCESS Integrated shall be responsible for providing, and a supplier certified by BellSouth shall be responsible for installing and properly labeling/stenciling the POT Bay as well as installing the necessary cabling between ACCESS Integrated's Collocation Space and the demarcation point. ACCESS Integrated or its agent must perform all required maintenance to equipment/facilities on its side of the demarcation point, pursuant to Section 5.7, following, and may self-provision cross-connects that may be required within the Collocation Space to activate service requests. BellSouth will negotiate alternative rates, terms and conditions related to the demarcation point in Tennessee in the event that ACCESS Integrated desires to avoid the use of an intermediary device as contemplated by the Tennessee Regulatory Authority.
- 5.7 ACCESS Integrated's Equipment and Facilities. ACCESS Integrated, or if required by this Attachment, ACCESS Integrated's BellSouth Certified Supplier, is solely responsible for the design, engineering, installation, testing, provisioning, performance, monitoring, maintenance and repair of the collocated equipment and facilities used by ACCESS Integrated which must be performed in compliance with all applicable BellSouth policies and guidelines. Such equipment and facilities may include but are not limited to cable(s), equipment, and point of termination connections. ACCESS Integrated and its selected BellSouth Certified Supplier must follow and comply with all BellSouth requirements outlined in BellSouth's TR 73503, TR 73519, TR 73572, and TR 73564.
- 5.8 BellSouth's Access to Collocation Space. From time to time BellSouth may require access to the Collocation Space. BellSouth retains the right to access such space for the purpose of making BellSouth equipment and building modifications (e.g., running, altering or removing racking, ducts, electrical wiring, HVAC, and cables). BellSouth will give notice to ACCESS Integrated at least forty-eight (48) hours before access to the Collocation Space is required. ACCESS Integrated may elect to be present whenever BellSouth performs work in the Collocation Space. The Parties agree that ACCESS Integrated will not bear any of the expense associated with this work. BellSouth shall defend, indemnify and hold harmless ACCESS Integrated, its Affiliates, and contractors from any claims, liabilities, costs and expenses (including reasonable attorney's fees), arising out of or related to any damages caused by the gross negligence or willful misconduct of BellSouth, its Affiliates, and contractors, and each of their respective employees, agents and contractors to any part of ACCESS Integrated's equipment, facilities or Collocation Space.
- 5.9 Access. Pursuant to Section 12, ACCESS Integrated shall have access to the Collocation Space twenty-four (24) hours a day, seven (7) days a week. ACCESS Integrated agrees to provide the name and social security number or date of birth or

driver's license number of each employee, supplier, or agent of ACCESS Integrated or ACCESS Integrated's Guests provided with access keys or devices ("Access Keys") prior to the issuance of said Access Keys. Key acknowledgement forms must be signed by ACCESS Integrated and returned to BellSouth Access Management within fifteen (15) calendar days of ACCESS Integrated's receipt. Failure to return properly acknowledged forms will result in the holding of subsequent requests until acknowledgements are current. Access Keys shall not be duplicated under any circumstances. ACCESS Integrated agrees to be responsible for all Access Keys and for the return of all said Access Keys in the possession of ACCESS Integrated's employees, suppliers, Guests, or agents after termination of the employment relationship, contractual obligation with ACCESS Integrated or upon the termination of this Attachment or the termination of occupancy of an individual collocation arrangement.

- 5.9.1 BellSouth will permit one accompanied site visit to ACCESS Integrated's designated collocation arrangement location after receipt of the Bona Fide Firm Order (BFFO) without charge to ACCESS Integrated. ACCESS Integrated must submit to BellSouth the completed Access Control Request Form for all employees or agents requiring access to the BellSouth Premises a minimum of thirty (30) calendar days prior to the date ACCESS Integrated desires access to the Collocation Space. In order to permit reasonable access during construction of the Collocation Space, ACCESS Integrated may submit such a request at any time subsequent to BellSouth's receipt of the BFFO. In the event ACCESS Integrated desires access to the Collocation Space after submitting such a request but prior to access being approved, in addition to the first accompanied free visit, BellSouth shall permit ACCESS Integrated to access the Collocation Space accompanied by a security escort at ACCESS Integrated's expense. ACCESS Integrated must request escorted access at least three (3) business days prior to the date such access is desired.
- 5.10 Lost or Stolen Access Keys. ACCESS Integrated shall notify BellSouth in writing within twenty-four (24) hours after becoming aware of lost or stolen Access Keys. Should it become necessary for BellSouth to re-key buildings or deactivate a card as a result of a lost Access Key(s) or for failure to return an Access Key(s), ACCESS Integrated shall pay for the costs of re-keying or deactivating the card as set forth in Exhibit B.
- 5.11 Interference or Impairment. Notwithstanding any other provisions of this Attachment, ACCESS Integrated shall not use any product or service provided under this Agreement, any other service related thereto or used in combination therewith, or place or use any equipment or facilities in any manner that 1) significantly degrades, interferes with or impairs service provided by BellSouth or by any other entity or any person's use of its telecommunications service; 2) endangers or damages the equipment, facilities or other property of BellSouth or of any other entity or person; 3) intentionally or unintentionally invades the privacy of any person, or intentionally or unintentionally violates the privacy laws applicable to any telecommunications traffic, to the extent such invasion or violation arises from the use of ACCESS Integrated's

equipment or facilities; or 4) creates an unreasonable risk of injury or death to any individual or to the public. If BellSouth reasonably determines that any equipment or facilities of ACCESS Integrated violates the provisions of this paragraph, BellSouth shall give written notice to ACCESS Integrated, which notice shall direct ACCESS Integrated to cure the violation within forty-eight (48) hours of ACCESS Integrated's actual receipt of written notice or, at a minimum, to commence curative measures within twenty-four (24) hours and to exercise reasonable diligence to complete such measures as soon as possible thereafter. After receipt of the notice, the Parties agree to consult immediately and, if necessary, to inspect the arrangement.

5.11.1 Except in the case of the deployment of an advanced service which significantly degrades the performance of other advanced services or traditional voice band services, if ACCESS Integrated fails to take curative action within said forty-eight (48) hours or if the violation is of a character which poses an immediate and substantial threat of damage to property, injury or death to any person, or any other significant degradation, interference or impairment of BellSouth's or another entity's service, then and only in that event BellSouth may take such action as is reasonable and necessary to correct the violation, including without limitation the interruption of electrical power to ACCESS Integrated's equipment. BellSouth will endeavor, but is not required, to provide notice to ACCESS Integrated prior to taking any such action and shall have no liability to ACCESS Integrated for any damages arising from such action, except to the extent that such action by BellSouth constitutes gross negligence or willful misconduct.

5.11.2 For purposes of this Section, the term significantly degrade shall mean an action that noticeably impairs a service from a user's perspective. In the case of the deployment of an advanced service which significantly degrades the performance of other advanced services or traditional voice band services and ACCESS Integrated fails to take curative action within forty-eight (48) hours then BellSouth will establish before the Commission that the technology deployment is causing the significant degradation. Any claims of network harm presented to ACCESS Integrated or, if subsequently necessary, the Commission must be supported with specific and verifiable information. Where BellSouth demonstrates that a deployed technology is significantly degrading the performance of other advanced services or traditional voice band services, ACCESS Integrated shall discontinue deployment of that technology and migrate its customers to technologies that will not significantly degrade the performance of other such services. Where the only degraded service itself is a known disturber, and the newly deployed technology satisfies at least one of the criteria for a presumption that is acceptable for deployment under Section 47 C.F.R. 51.230, the degraded service shall not prevail against the newly deployed technology.

5.12 Personalty and its Removal Facilities and equipment placed by ACCESS Integrated in the Collocation Space shall not become a part of the Collocation Space, even if nailed, screwed or otherwise fastened to the Collocation Space, but shall retain their status as personal property and may be removed by ACCESS Integrated at any time. Any damage caused to the Collocation Space by ACCESS Integrated's employees, agents

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or representatives during the removal of such property shall be promptly repaired by ACCESS Integrated at its expense.

- 5.12.1 If ACCESS Integrated decides to remove equipment from its Collocation Space and the removal requires no physical work to be done by BellSouth, such that physical work includes, but is not limited to, power reduction, cross-connects, or tie pairs, BellSouth will bill ACCESS Integrated an Administrative Only Application Fee as set forth in Exhibit B for these changes. This non-recurring fee will be billed on the date that BellSouth provides an Application Response.
- 5.13 Alterations. In no case shall ACCESS Integrated or any person acting on behalf of ACCESS Integrated make any rearrangement, modification, improvement, addition, or other alteration which could affect in any way space, power, HVAC, and/or safety considerations to the Collocation Space or the BellSouth Premises, without the express written consent of BellSouth, which consent shall not be unreasonably withheld. The cost of any such rearrangement, modification, improvement, addition, or other alteration shall be paid by ACCESS Integrated, and shall require a Subsequent Application and will result in the assessment of either a Subsequent Application Fee, an Administrative Only Application Fee or an Initial Application Fee as set forth in Section 6.3.1, and which will be billed by BellSouth on the date that BellSouth makes an Application Response.
- 5.14 Janitorial Service. ACCESS Integrated shall be responsible for the general upkeep of the Collocation Space. If ACCESS Integrated wishes to utilize janitorial services to upkeep the Collocation Space, ACCESS Integrated shall arrange directly with a BellSouth Certified Supplier for janitorial services applicable to Caged Collocation Space. BellSouth shall provide a list of such suppliers on a site-specific basis upon request.
- 5.15 ACCESS Integrated's Access to Collocation Space for Repair, Emergency Repair or Maintenance. BellSouth shall allow ACCESS Integrated to have twenty-four (24) hour direct access to ACCESS Integrated's equipment and facilities in the Collocation Space to perform emergency or other necessary repair or maintenance activities to, among other things, replace existing equipment with different, but functionally similar, equipment. If such repair or maintenance activities require removal or replacement of equipment in the Collocation Space and such removal requires no physical work to be done by BellSouth (such that physical work includes, but is not limited to, power reduction, cross-connects, or tie pairs), BellSouth will bill ACCESS Integrated an Administrative Only Application Fee as set forth in Exhibit B. If such repair or maintenance activities require physical work to be done by BellSouth, but no capital expenditure by BellSouth as sufficient cable support structure, HVAC, power and terminations are available, BellSouth will bill ACCESS Integrated a Subsequent Application Fee as set forth in Exhibit B. If such repair or maintenance requires capital expenditure by BellSouth, an Initial Application Fee shall apply. The relevant

nonrecurring fee will be billed to ACCESS Integrated on the date that BellSouth provides ACCESS Integrated with an Application Response.

6. Ordering and Preparation of Collocation Space

- 6.1 Should any state or federal regulatory agency impose procedures or intervals applicable to ACCESS Integrated and BellSouth that are different from procedures or intervals set forth in this Section, whether now in effect or that become effective after execution of this Agreement, those procedures or intervals shall supersede the requirements set forth herein for that jurisdiction for all applications submitted for the first time after the effective date thereof.
- 6.2 Initial Application. For ACCESS Integrated or ACCESS Integrated's Guest(s) initial equipment placement, ACCESS Integrated shall submit to BellSouth a Physical Expanded Interconnection Application Document ("Initial Application"). The Initial Application is Bona Fide when it is complete and accurate, meaning that all required fields on the application are completed with the appropriate type of information. An application fee will apply which will be billed by BellSouth on the date that BellSouth makes an Application Response.
- 6.3 Subsequent Application. In the event ACCESS Integrated or ACCESS Integrated's Guest(s) desires to modify the use of the Collocation Space after a BFFO, ACCESS Integrated shall complete an application that contains all of the detailed information associated with an alteration to the Collocation Space, as defined in Section 5.13 of this Attachment ("Subsequent Application"). The Subsequent Application is Bona Fide when it is complete and accurate, meaning that all required fields on the Subsequent Application are completed with the appropriate type of information associated with the alteration. BellSouth shall determine what modifications, if any, to the Premises are required to accommodate the change requested by ACCESS Integrated in the application. Such necessary modifications to the Premises may include, but are not limited to, floor loading changes, changes necessary to meet HVAC requirements, changes to power plant requirements, equipment additions, etc.
- 6.3.1 Subsequent Application Fee. The application fee paid by ACCESS Integrated shall be dependent upon the level of assessment needed. Where the Subsequent Application does not require assessment for provisioning or construction work but requires administrative costs by BellSouth, an Administrative Only Application Fee will be required as set forth in Exhibit B. This Administrative Only Application Fee will be applicable in instances such as Transfer of Ownership of the Collocation Space, Removal of Equipment from the Collocation Space, modification to an application prior to BFFO and V-to-P Conversion (In Place). The fee for a Subsequent Application where the alteration requested has limited effect (e.g., requires limited assessment but no capital expenditure by BellSouth as sufficient cable support structure, HVAC, power and terminations are available) shall be the Subsequent Application Fee as set forth in Exhibit B. If the modification requires capital

expenditure, an Initial Application Fee shall apply. This nonrecurring fee will be billed on the date that BellSouth provides ACCESS Integrated with an Application Response.

- 6.4 Space Preferences. If ACCESS Integrated has previously requested and received a Space Availability Report for the Premises, ACCESS Integrated may submit up to three (3) space preferences on its application identifying specific space identification numbers as referenced on the Space Availability Report. In the event that BellSouth cannot accommodate the ACCESS Integrated's preference(s), ACCESS Integrated may elect to accept the space allocated by BellSouth and an application fee will apply, or ACCESS Integrated may amend its application, based on the initial Space Availability Report, to request additional preferences. If ACCESS Integrated elects to accept the space allocated from the amended application, an application fee will apply. The application fee will be billed by BellSouth on the date that BellSouth makes an Application Response.
- 6.5 Space Availability Notification.
- 6.5.1 Unless otherwise specified, BellSouth will respond to an application within ten (10) calendar days as to whether space is available or not available within a BellSouth Premises. BellSouth will also respond as to whether the application is Bona Fide and if it is not Bona Fide, the items necessary to cause the application to become Bona Fide. If the amount of space requested is not available, BellSouth will notify ACCESS Integrated of the amount of space that is available and no application fee shall apply. When BellSouth's response includes an amount of space less than that requested by ACCESS Integrated or differently configured, ACCESS Integrated must resubmit its application to reflect the actual space available.
- 6.5.2 BellSouth will respond to a Florida application within fifteen (15) calendar days as to whether space is available or not available within a BellSouth Premises. BellSouth will also respond as to whether the application is Bona Fide and if it is not Bona Fide, the items necessary to cause the application to become Bona Fide. If a lesser amount of space than requested is available, BellSouth will provide an Application Response for the amount of space that is available and an application fee will be billed by BellSouth on the date that BellSouth makes an Application Response. When BellSouth's Application Response includes an amount of space less than that requested by ACCESS Integrated or differently configured, ACCESS Integrated must amend its application to reflect the actual space available prior to submitting a BFFO.
- 6.5.3 BellSouth will respond to a Louisiana application within ten (10) calendar days for space availability for one (1) to ten (10) applications; fifteen (15) calendar days for eleven (11) to twenty (20) applications; and for more than twenty (20) applications, the response interval is increased by five (5) calendar days for every five additional applications received within five (5) business days. If the amount of space requested is not available, BellSouth will notify ACCESS Integrated of the amount of space that is

available and no application fee shall apply. When BellSouth's response includes an amount of space less than that requested by ACCESS Integrated or differently configured, ACCESS Integrated must resubmit its application to reflect the actual space available. BellSouth will also respond as to whether the application is Bona Fide and if it is not Bona Fide, the items necessary to cause the application to become Bona Fide.

- 6.6 Denial of Application. If BellSouth notifies ACCESS Integrated that the requested space is not available space is available ("Denial of Application"), BellSouth will not assess an Application Fee. After notifying ACCESS Integrated that BellSouth has no available space in the requested Premises, BellSouth will allow ACCESS Integrated, upon request, to tour the entire Premises within ten (10) calendar days of such Denial of Application. In order to schedule said tour within ten (10) calendar days, the request for a tour of the Premises must be received by BellSouth within five (5) calendar days of the Denial of Application.
- 6.7 Filing of Petition for Waiver. Upon Denial of Application, BellSouth will timely file a petition with the Commission pursuant to 47 U.S.C. § 251(c)(6). BellSouth shall provide to the Commission any information requested by that Commission. Such information shall include which space, if any, BellSouth or any of BellSouth's affiliates have reserved for future use and a detailed description of the specific future uses for which the space has been reserved. Subject to an appropriate nondisclosure agreement or provision, BellSouth shall permit ACCESS Integrated to inspect any floor plans or diagrams that BellSouth provides to the Commission.
- 6.8 Waiting List. On a first-come, first-served basis governed by the date of receipt of an application or Letter of Intent, BellSouth will maintain a waiting list of requesting carriers who have either received a Denial of Application or, where it is publicly known that the Premises is out of space, have submitted a Letter of Intent to collocate. BellSouth will notify the telecommunications carriers on the waiting list that can be accommodated by the amount of space that becomes available according to the position of the telecommunications carriers on said waiting list.
- 6.8.1 In Florida, on a first-come, first-served basis governed by the date of receipt of an application or Letter of Intent, BellSouth will maintain a waiting list of requesting carriers who have either received a Denial of Application or, where it is publicly known that the Premises is out of space, have submitted a Letter of Intent to collocate. Sixty (60) calendar days prior to space becoming available, if known, BellSouth will notify the Florida PSC and the telecommunications carriers on the waiting list by mail when space becomes available according to the position of the telecommunications carrier on said waiting list. If not known sixty (60) calendar days in advance, BellSouth shall notify the Florida PSC and the telecommunications carriers on the waiting list within two (2) business days of the determination that space is available. A telecommunications carrier that, upon denial of physical collocation, requests virtual collocation shall be automatically placed on the waiting list.

- 6.8.2 When space becomes available, ACCESS Integrated must submit an updated, complete, and correct application to BellSouth within thirty (30) calendar days of such notification. If ACCESS Integrated has originally requested caged Collocation Space and cageless Collocation Space becomes available, ACCESS Integrated may refuse such space and notify BellSouth in writing within that time that ACCESS Integrated wants to maintain its place on the waiting list without accepting such space. ACCESS Integrated may accept an amount of space less than its original request by submitting an application as set forth above, and upon request, may maintain its position on the waiting list for the remaining space that was initially requested. If ACCESS Integrated does not submit such an application or notify BellSouth in writing as described above, BellSouth will offer such space to the next telecommunications carrier on the waiting list and remove ACCESS Integrated from the waiting list. Upon request, BellSouth will advise ACCESS Integrated as to its position on the list.
- 6.9 Public Notification. BellSouth will maintain on its Interconnection Services website a notification document that will indicate all Central Offices that are without available space. BellSouth shall update such document within ten (10) calendar days of the date BellSouth becomes aware that there is insufficient space to accommodate physical collocation. BellSouth will also post a document on its Interconnection Services website that contains a general notice where space has become available in a Central Office previously on the space exhaust list.
- 6.10 Application Response.
- 6.10.1 In Florida, within fifteen (15) calendar days of receipt of a Bona Fide Application, when space has been determined to be available or when a lesser amount of space than that requested is available, then with respect to the space available, BellSouth will provide an Application Response including sufficient information to enable ACCESS Integrated to place a Firm Order. The Application Response will include, at a minimum, the configuration of the space, the Cable Installation Fee, Cable Records Fee, and the space preparation fees, as described in Section 8. When ACCESS Integrated submits ten (10) or more applications within ten (10) calendar days, the initial fifteen (15) calendar day response period will increase by ten (10) calendar days for every additional ten (10) applications or fraction thereof.
- 6.10.2 In Alabama, Georgia, Kentucky, Mississippi, North Carolina, South Carolina, and Tennessee, when space has been determined to be available for caged or cageless arrangements, BellSouth will provide an Application Response within twenty (20) calendar days of receipt of a Bona Fide application. The Application Response will include, at a minimum, the configuration of the space, the Cable Installation Fee, Cable Records Fee, and any other applicable space preparation fees, as described in Section 8.

6.10.3 In Louisiana, when space has been determined to be available, BellSouth will provide an Application Response within thirty (30) calendar days for one (1) to ten (10) applications; thirty-five (35) calendar days for eleven (11) to twenty (20) applications; and for requests of more than twenty (20) applications, the Application Response interval will be increased by five (5) calendar days for every five (5) applications received within five (5) business days. The Application Response will include, at a minimum, the configuration of the space, the Cable Installation Fee, Cable Records Fee, and the space preparation fees, as described in Section 8.

6.11 Application Modifications.

6.11.1 If a modification or revision is made to any information in the Bona Fide application prior to a BFFO, with the exception of modifications to Customer Information, Contact Information or Billing Contact Information, either at the request of ACCESS Integrated or necessitated by technical considerations, said application shall be considered a new application and shall be handled as a new application with respect to the response and provisioning intervals. BellSouth will charge ACCESS Integrated the appropriate application fee associated with the level of assessment performed by BellSouth. If the modification requires no labor or capital expenditure by BellSouth, but BellSouth must perform an assessment of the application to evaluate whether or not BellSouth would be required to perform necessary infrastructure or provisioning activities, then an Administrative Only Application Fee shall apply. The fee for an application modification where the modification requested has limited effect (e.g., requires labor expenditure but no capital expenditure by BellSouth and where sufficient cable support structure, HVAC, power and terminations are available) shall be the Subsequent Application Fee as set forth in Exhibit B. A modification involving a capital expenditure by BellSouth shall require ACCESS Integrated to submit the application with an Initial Application Fee. This nonrecurring fee will be billed by BellSouth on the date that BellSouth provides ACCESS Integrated with an Application Response.

6.12 Bona Fide Firm Order.

6.12.1 ACCESS Integrated shall indicate its intent to proceed with equipment installation in a BellSouth Premises by submitting a Firm Order to BellSouth. The BFFO must be received by BellSouth no later than thirty (30) calendar days after BellSouth's Application Response to ACCESS Integrated's Bona Fide application or the application will expire.

6.12.2 BellSouth will establish a firm order date based upon the date BellSouth is in receipt of a BFFO. BellSouth will acknowledge the receipt of ACCESS Integrated's BFFO within seven (7) calendar days of receipt indicating that the BFFO has been received. A BellSouth response to a BFFO will include a Firm Order Confirmation containing the firm order date. No revisions will be made to a BFFO.

7. Construction and Provisioning

7.1 Construction and Provisioning Intervals

7.1.1 In Florida, BellSouth will complete construction for collocation arrangements as soon as possible within a maximum of ninety (90) calendar days from receipt of a BFFO or as agreed to by the Parties. For augments requested to the Collocation Space after initial space completion, BellSouth will complete construction for collocation arrangements as soon as possible within a maximum of forty-five (45) calendar days from receipt of a BFFO or as agreed to by the Parties. If BellSouth does not believe that construction will be completed within the relevant timeframe and BellSouth and ACCESS Integrated cannot agree upon a completion date, within forty-five (45) calendar days of receipt of the BFFO for an initial request, and within thirty (30) calendar days of receipt of the BFFO for an augment, BellSouth may seek an extension from the Commission.

7.1.2 In Alabama, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina, and Tennessee, BellSouth will complete construction for caged collocation arrangements under ordinary conditions as soon as possible within a maximum of ninety (90) calendar days from receipt of a BFFO or as agreed to by the Parties. BellSouth will complete construction for cageless collocation arrangements under ordinary conditions as soon as possible within a maximum of sixty (60) calendar days from receipt of a BFFO and ninety (90) calendar days from receipt of a BFFO for extraordinary conditions, or as agreed to by the Parties. Ordinary conditions are defined as space available with only minor changes to support systems required such as, but not limited to, HVAC, cabling and the power plant. Extraordinary conditions shall include, but not be limited to, major BellSouth equipment rearrangements or additions; power plant additions or upgrades; major mechanical additions or upgrades; a major upgrade for ADA compliance; environmental hazard or hazardous materials abatement; and arrangements for which equipment shipping intervals are extraordinary in length. The Parties may mutually agree to renegotiate an alternative provisioning interval or BellSouth may seek a waiver from this interval from the Commission.

7.1.3 When ACCESS Integrated adds equipment within initial demand parameters that requires no additional space preparation work on the part of BellSouth, then no additional charges or additional intervals will be imposed by BellSouth that would delay ACCESS Integrated's operation.

7.1.4 In the states of Alabama, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, and South Carolina, BellSouth will provide the reduced intervals outlined below to ACCESS Integrated, when ACCESS Integrated requests an augment that is identified in Sections 7.1.4.1, 7.1.4.2, 7.1.4.3, 7.1.4.4 and 7.1.4.5 ("Augment") after the Space Ready Date for existing physical collocation space. The cost of any such Augment shall be paid by ACCESS Integrated. Unless otherwise set forth in Section 7.1.5, any such augment application will require a Subsequent Application and will result in the assessment of an augment application cost as set forth in Exhibit B.

- 7.1.4.1 Simple Augments will be completed within twenty (20) calendar days after receipt of the BFFO for an:
- Extension of Existing AC Circuit Capacity within Arrangement Where Sufficient Circuit Capacity is Available
 - Fuse Change and/or Increase or Decrease -48V DC Power from Existing ILEC BDFB
- 7.1.4.2 Minor Augments will be completed within forty-five (45) calendar days after receipt of the BFFO for:
- 168 DS1s Terminations at the ILEC Demarcation Frame (Databasing Only; Panels, Relay Racks and Overhead Racking Exist)
 - 96 DS3s Terminations at the ILEC Demarcation Frame (Databasing Only; Panels, Relay Racks and Overhead Racking Exist)
 - 99 Fiber Terminations at the ILEC Demarcation Frame (Databasing Only; Panels, Relay Racks and Overhead Racking Exist)
 - Maximum of 2000 Service Ready DS0 Terminations at the ILEC Demarcation Frame (Databasing Only; Panels, Relay Racks and Overhead Racking Exist)
- 7.1.4.3 Intermediate Augments will be completed within sixty (60) calendar days after receipt of the BFFO for:
- 168 DS1s (Databasing and Installation of Termination Panels, Relay Racks or Additional Structure as Required)
 - 96 DS3s (Databasing and Installation of Termination Panels, Relay Racks or Additional Structure as Required)
 - 99 Fiber Terminations (Databasing and Installation of Termination Panels, Relay Racks or Additional Structure as Required)
 - 2000 DS0s (Databasing and Installation of Termination Panels, Relay Racks or Additional Structure as Required)
 - Install Cable Racking or Other Support Structures as Required to Support Co-Carrier Cross Connects (Adequate Floor or Ceiling Structural Capacity Exists and Support/Protection Structure for Fiber Patch Cord is Excluded)
- 7.1.4.4 Major Augments – Physical Collocation will be completed within ninety (90) calendar days after BFFO and includes all requests for additional physical collocation space (caged or cageless).
- 7.1.4.5 Major Augments – Virtual Collocation will be completed within seventy-five (75) calendar days after BFFO and includes all requests for additional virtual collocation space.
- 7.1.4.6 If ACCESS Integrated submits an augment application request that includes two augment items from the same category in Sections 7.1.4.1, 7.1.4.2, and 7.1.4.3 above, the augment interval associated with the next highest augment category will apply

(e.g., if two items from the minor augment category are requested on the same request, then an interval of sixty (60) calendar days from the receipt of the BFFO would apply, which is the interval associated with the intermediate category).

- 7.1.4.7 If ACCESS Integrated submits an augment application request that includes three augment items from the same category in Sections 7.1.4.1, 7.1.4.2, and 7.1.4.3 above, the major augment interval of ninety (90) calendar days from the receipt of the BFFO would apply (e.g., if three items from the simple augment category are requested on the same request for a physical collocation arrangement, then an interval of ninety (90) calendar days from the receipt of the BFFO would apply, which is the major physical augment interval; likewise if three items from the simple augment category are requested on the same request for a virtual collocation arrangement, then an interval of seventy-five (75) calendar days from the receipt of the BFFO would apply, which is the major virtual augment interval;).
- 7.1.4.8 If ACCESS Integrated submits an augment application request that includes one augment item from two separate categories in Sections 7.1.4.1, 7.1.4.2 and 7.1.4.3 above, the augment interval associated with the highest augment category will apply (e.g., if an item from the minor augment category and an item from the intermediate augment category are requested on the same request, then an interval of sixty (60) calendar days from the receipt of the BFFO would apply, which is the interval associated with the intermediate augment category).
- 7.1.4.9 All Augments not expressly included in the Simple, Minor, Intermediate or Major categories as outlined above will be placed into the appropriate category as negotiated by ACCESS Integrated and BellSouth. If ACCESS Integrated and BellSouth are unable to determine the appropriate category through negotiation, and escalation (if necessary) between the Parties, then the appropriate major augment category identified in Sections 7.1.4.4 and 7.1.4.5 would apply based on whether the augment request is for ACCESS Integrated's physical or virtual collocation arrangement.
- 7.1.5 Individual application fees associated with simple, minor and intermediate augment applications are contained in Exhibit B. The appropriate application fee will be assessed to ACCESS Integrated at the time BellSouth provides ACCESS Integrated with the Application Response. ACCESS Integrated will be assessed a Subsequent Application Fee for all Major Augment applications (Major Augments are defined above in Sections 7.1.4.4 and 7.1.4.5). The Subsequent Application Fee is also reflected in Exhibit B of this Attachment.
- 7.2 Joint Planning. Joint planning between BellSouth and ACCESS Integrated will commence within a maximum of twenty (20) calendar days from BellSouth's receipt of a BFFO. BellSouth will provide the preliminary design of the Collocation Space and the equipment configuration requirements as reflected in the Bona Fide application and affirmed in the BFFO. The Collocation Space completion time period will be provided to ACCESS Integrated during joint planning.

- 7.3 Permits. Each Party or its agents will diligently pursue filing for the permits required for the scope of work to be performed by that Party or its agents within ten (10) calendar days of the completion of finalized construction designs and specifications.
- 7.4 Acceptance Walk-through. ACCESS Integrated will schedule and complete an acceptance walk-through of the Collocation Space with BellSouth within fifteen (15) calendar days after the Space Ready Date. In the event that ACCESS Integrated fails to complete an acceptance walk-through within this fifteen (15) day interval, the Collocation Space shall be deemed accepted by ACCESS Integrated. BellSouth will correct any deviations to ACCESS Integrated's original or jointly amended requirements within seven (7) calendar days after the walk-through, unless the Parties jointly agree upon a different time frame.
- 7.5 Circuit Facility Assignments (CFAs). Unless otherwise specified, BellSouth will provide CFAs to ACCESS Integrated prior to the applicable provisioning interval set forth herein ("Provisioning Interval") for those Premises in which ACCESS Integrated has a physical collocation arrangement with no POT bay or with a POT bay provided by BellSouth prior to 6/1/99. BellSouth cannot provide CFAs to ACCESS Integrated prior to the Provisioning Interval for those Premises in which ACCESS Integrated has a physical collocation arrangement with a POT bay provided by ACCESS Integrated prior to 6/1/99 or a virtual collocation arrangement until ACCESS Integrated provides BellSouth with the following information:
- For ACCESS Integrated-provided POT bay - a complete layout of the POT panels (equipment inventory update (EIU) form) showing locations, speeds, etc.
- For virtual - a complete layout of ACCESS Integrated's equipment (equipment inventory update (EIU) form), including the locations of the low speed ports and the specific frame terminations to which the equipment will be wired by ACCESS Integrated's BellSouth Certified Supplier
- BellSouth cannot begin work on the CFAs until the complete and accurate EIU form is received from ACCESS Integrated. If this EIU is provided ten (10) calendar days prior to the Provisioning Interval, then CFAs will be made available by the Provisioning Interval. If this EIU is not received ten (10) calendar days prior to the Provisioning Interval, then the CFAs will be provided within ten (10) calendar days of receipt of the EIU.
- 7.5.1 BellSouth will bill ACCESS Integrated a nonrecurring charge, as set forth in Exhibit B, each time ACCESS Integrated requests a resend of its CFAs for any reason other than a BellSouth error in the CFAs.
- 7.6 Use of BellSouth Certified Supplier. ACCESS Integrated shall select a supplier which has been approved as a BellSouth Certified Supplier to perform all engineering and installation work. ACCESS Integrated and ACCESS Integrated's BellSouth Certified

Supplier must follow and comply with all BellSouth requirements outlined in BellSouth's TR 73503, TR 73519, TR 73572, and TR 73564. In some cases, ACCESS Integrated must select separate BellSouth Certified Suppliers for transmission equipment, switching equipment and power equipment. BellSouth shall provide ACCESS Integrated with a list of BellSouth Certified Suppliers upon request. The BellSouth Certified Supplier(s) shall be responsible for installing ACCESS Integrated's equipment and components, extending power cabling to the BellSouth power distribution frame, performing operational tests after installation is complete, and notifying BellSouth's equipment engineers and ACCESS Integrated upon successful completion of installation, etc. The BellSouth Certified Supplier shall bill ACCESS Integrated directly for all work performed for ACCESS Integrated pursuant to this Attachment, and BellSouth shall have no liability for nor responsibility to pay such charges imposed by the BellSouth Certified Supplier. BellSouth shall make available its supplier certification program to ACCESS Integrated or any supplier proposed by ACCESS Integrated and will not unreasonably withhold certification. All work performed by or for ACCESS Integrated shall conform to generally accepted industry guidelines and standards.

7.7 Alarm and Monitoring. BellSouth shall place environmental alarms in the Premises for the protection of BellSouth equipment and facilities. ACCESS Integrated shall be responsible for placement, monitoring and removal of environmental and equipment alarms used to service ACCESS Integrated's Collocation Space. Upon request, BellSouth will provide ACCESS Integrated with applicable tariffed service(s) to facilitate remote monitoring of collocated equipment by ACCESS Integrated. Both Parties shall use best efforts to notify the other of any verified environmental condition known to that Party.

7.8 Virtual to Physical Collocation Relocation. In the event physical Collocation Space was previously denied at a location due to technical reasons or space limitations, and physical Collocation Space has subsequently become available, ACCESS Integrated may relocate its virtual collocation arrangements to physical collocation arrangements and pay the appropriate fees for physical collocation and for the rearrangement or reconfiguration of services terminated in the virtual collocation arrangement, as outlined in the appropriate BellSouth tariffs. In the event that BellSouth knows when additional space for physical collocation may become available at the location requested by ACCESS Integrated, such information will be provided to ACCESS Integrated in BellSouth's written denial of physical collocation. To the extent that (i) physical Collocation Space becomes available to ACCESS Integrated within one hundred eighty (180) calendar days of BellSouth's written denial of ACCESS Integrated's request for physical collocation, (ii) BellSouth had knowledge that the space was going to become available, and (iii) ACCESS Integrated was not informed in the written denial that physical Collocation Space would become available within such one hundred eighty (180) calendar days, then ACCESS Integrated may relocate its virtual collocation arrangement to a physical collocation arrangement and will receive a credit for any nonrecurring charges previously paid for such virtual collocation. ACCESS Integrated must arrange with a BellSouth Certified Supplier for

the relocation of equipment from its virtual Collocation Space to its physical Collocation Space and will bear the cost of such relocation.

- 7.8.1 In Alabama, BellSouth will complete a relocation from virtual collocation to cageless physical collocation within thirty (30) calendar days and from virtual collocation to caged physical collocation within ninety (90) calendar days.
- 7.9 Virtual to Physical Conversion (In-Place). Virtual collocation arrangements may be converted to “in-place” physical arrangements if the potential conversion meets the following four criteria: 1) there is no change in the amount of equipment or the configuration of the equipment that was in the virtual collocation arrangement; 2) the conversion of the virtual collocation arrangement will not cause the equipment or the results of that conversion to be located in a space that BellSouth has reserved for its own future needs; 3) the converted arrangement does not limit BellSouth’s ability to secure its own equipment and facilities due to the location of the virtual collocation arrangement; and 4) any changes to the arrangement can be accommodated by existing power, HVAC, and other requirements. Unless otherwise specified, BellSouth will complete virtual to in-place physical collocation conversions within sixty (60) calendar days from receipt of the BFFO. BellSouth will bill ACCESS Integrated an Administrative Only Application Fee as set forth in Exhibit B for these changes on the date that BellSouth provides an Application Response.
- 7.9.1 In Alabama and Tennessee, BellSouth will complete Virtual to Physical Conversions (In Place) within thirty (30) calendar days from receipt of the BFFO.
- 7.10 Cancellation. If, at any time prior to space acceptance, ACCESS Integrated cancels its order for the Collocation Space(s) (“Cancellation”), BellSouth will bill the applicable non-recurring rate for any and all work processes for which work has begun. In Georgia, if ACCESS Integrated cancels its order for Collocation Space at any time prior to space acceptance, BellSouth will bill ACCESS Integrated for all costs incurred prior to the date of Cancellation and for any costs incurred as a direct result of the Cancellation, not to exceed the total amount that would have been due had the order not been cancelled.
- 7.11 Licenses. ACCESS Integrated, at its own expense, will be solely responsible for obtaining from governmental authorities, and any other appropriate agency, entity, or person, all rights, privileges, and licenses necessary or required to operate as a provider of telecommunications services to the public or to occupy the Collocation Space.
- 7.12 Environmental Compliance. The Parties agree to utilize and adhere to the Environmental Hazard Guidelines identified in Exhibit A attached hereto.

8. Rates and Charges

- 8.1 Recurring Charges. If ACCESS Integrated has met the applicable fifteen (15) calendar day walk-through interval(s) specified in Section 4, billing for recurring charges will begin upon the Space Acceptance Date. In the event that ACCESS Integrated fails to complete an acceptance walk-through within the applicable fifteen (15) calendar day interval(s), billing for recurring charges will commence on the Space Ready Date. If ACCESS Integrated occupies the space prior to the Space Ready Date, the date ACCESS Integrated occupies the space becomes the new Space Acceptance Date and billing for recurring charges begin on that date.
- 8.2 Application Fee. BellSouth shall assess an application fee via a service order, which shall be issued at the time BellSouth responds that space is available pursuant to Section 6 (Application Response). Payment of said application fee will be due as dictated by ACCESS Integrated's current billing cycle and is non-refundable.
- 8.2.1 In Tennessee the applicable application fee is the planning fee for both Initial Applications and Subsequent Applications placed by ACCESS Integrated. This fee will be billed by Bellsouth on the date that BellSouth provides an Application Response.
- 8.3 Space Preparation. Space preparation fees consist of a nonrecurring charge for firm order processing and monthly recurring charges for central office modifications, assessed per arrangement, per square foot, and common systems modifications, assessed per arrangement, per square foot, for cageless collocation and per cage for caged collocation. ACCESS Integrated shall remit payment of the nonrecurring firm order-processing fee coincident with submission of a BFFO. The charges recover the costs associated with preparing the Collocation Space, which includes survey, engineering of the Collocation Space, design and modification costs for network, building and support systems. In the event ACCESS Integrated opts for cageless space, the space preparation fees will be assessed based on the total floor space dedicated to ACCESS Integrated as prescribed in this Section.
- 8.4 Cable Installation. Cable Installation Fee(s) are assessed per entrance cable placed. This non-recurring fee will be billed by BellSouth upon receipt of the ACCESS Integrated's BFFO.
- 8.5 Floor Space. The Floor Space Charge includes reasonable charges for lighting, HVAC, and other allocated expenses associated with maintenance of the Premises but does not include any power-related costs incurred by BellSouth. When the Collocation Space is enclosed, ACCESS Integrated shall pay floor space charges based upon the number of square feet so enclosed. When the Collocation Space is not enclosed, ACCESS Integrated shall pay floor space charges based upon the following floor space calculation: [(depth of the equipment lineup in which the rack is placed) + (0.5 x maintenance aisle depth) + (0.5 x wiring aisle depth)] X (width of rack and spacers). For purposes of this calculation, the depth of the equipment lineup shall consider the footprint of equipment racks plus any equipment overhang. BellSouth

will assign unenclosed Collocation Space in conventional equipment rack lineups where feasible. In the event ACCESS Integrated's collocated equipment requires special cable racking, isolated grounding or other treatment which prevents placement within conventional equipment rack lineups, ACCESS Integrated shall be required to request an amount of floor space sufficient to accommodate the total equipment arrangement.

- 8.6 Power. BellSouth shall make available -48 Volt (-48V) DC power for ACCESS Integrated's Collocation Space at a BellSouth Power Board or BellSouth Battery Distribution Fuse Bay (BDFB) at ACCESS Integrated's option within the Premises. BellSouth will revise recurring power charges to reflect a power upgrade upon notification of the completion of the upgrade by ACCESS Integrated's BellSouth Certified Vendor. BellSouth will revise recurring power charges to reflect a power reduction upon BellSouth's receipt of the Power Reduction Form from ACCESS Integrated certifying the completion of the power reduction, including the removal of the power cabling by ACCESS Integrated's BellSouth Certified Supplier.
- 8.6.1 When obtaining power from a BDFB, fuses and power cables (A&B) must be engineered (sized), and installed by ACCESS Integrated's BellSouth Certified Supplier. When obtaining power from a BellSouth power board, power cables (A&B) must be engineered (sized), and installed by ACCESS Integrated's BellSouth Certified Supplier. ACCESS Integrated is responsible for contracting with a BellSouth Certified Supplier for power distribution feeder cable runs from a BellSouth BDFB or power board to ACCESS Integrated's equipment. The determination of the BellSouth BDFB or BellSouth power board as the power source will be made at BellSouth's sole, but reasonable, discretion. The BellSouth Certified Supplier contracted by ACCESS Integrated must provide BellSouth a copy of the engineering power specification prior to the day on which ACCESS Integrated's equipment becomes operational. BellSouth will provide the common power feeder cable support structure between the BellSouth BDFB or power board and ACCESS Integrated's arrangement area. ACCESS Integrated shall contract with a BellSouth Certified Supplier who will be responsible for the following: dedicated power cable support structure within ACCESS Integrated's arrangement, power cable feeds, and terminations of cable. Any terminations at a BellSouth power board must be performed by a BellSouth Certified Supplier. ACCESS Integrated shall comply with all applicable National Electric Code (NEC), BellSouth TR73503, Telcordia and ANSI Standards regarding power cabling.
- 8.6.2 If ACCESS Integrated elects to install its own DC Power Plant, BellSouth shall provide AC power to feed ACCESS Integrated's DC Power Plant. Charges for AC power will be assessed per breaker ampere per month. Rates include the provision of commercial and standby AC power. When obtaining power from a BellSouth service panel, protection devices and power cables must be engineered (sized), and installed by ACCESS Integrated's BellSouth Certified Supplier except that BellSouth shall engineer and install protection devices and power cables for Adjacent Collocation. ACCESS Integrated's BellSouth Certified Supplier must also provide a copy of the

engineering power specification prior to the equipment becoming operational. Charges for AC power shall be assessed pursuant to the rates specified in Exhibit B. AC power voltage and phase ratings shall be determined on a per location basis. At ACCESS Integrated's option, ACCESS Integrated may arrange for AC power in an Adjacent Collocation arrangement from a retail provider of electrical power.

- 8.6.3 In Tennessee, recurring charges for -48V DC power consumption will be assessed per ampere per month based upon the engineered and installed power feed fused ampere capacity. Rates include redundant feeder fuse positions (A&B) and common cable racks to ACCESS Integrated's equipment or space enclosure. ACCESS Integrated shall contract with a Certified Supplier who will be responsible for the following: dedicated power cable support structure within ACCESS Integrated's arrangement and terminations of cable within the Collocation Space.
- 8.6.3.1 In Tennessee, non-recurring charges for -48V DC power distribution will be based on the common power feeder cable support structure between the BellSouth BDFB and ACCESS Integrated's arrangement area.
- 8.6.4 In Alabama and Louisiana, ACCESS Integrated has the option to purchase power directly from an electric utility company. Under such an option, ACCESS Integrated is responsible for contracting with the electric utility company for its own power feed and meter, and is financially responsible for purchasing all equipment necessary to accomplish the arrangement, including inverters, batteries, power boards, bus bars, BDFBs, backup power supplies and cabling. The actual work to install this arrangement must be performed by a BellSouth Certified Supplier hired by ACCESS Integrated. ACCESS Integrated's BellSouth Certified Supplier must comply with all applicable safety codes, including the National Electric Safety Codes, in installing this power arrangement. If ACCESS Integrated previously had power supplied by BellSouth, ACCESS Integrated may request to change its arrangement to obtain power from an electric utility company by submitting a subsequent application. BellSouth will waive any application fee for this subsequent application if no other change was requested therein. Any floor space, cable racking, etc utilized by ACCESS Integrated in provisioning said power will be billed on an ICB basis.
- 8.6.5 In South Carolina, ACCESS Integrated has the option to purchase power directly from an electric utility company where technically feasible and where space is available in a requested BellSouth Premises. Under such an option, ACCESS Integrated is responsible for contracting with the electric utility company for its own power feed and meter, and is financially responsible for purchasing all equipment necessary to accomplish the arrangement, including inverters, batteries, power boards, bus bars, BDFBs, backup power supplies and power cabling. The actual work to install this arrangement must be performed by a BellSouth Certified Supplier hired by ACCESS Integrated. ACCESS Integrated's BellSouth Certified Supplier must comply with all applicable national, regional, state and local safety, electrical, fire and building codes, including the National Electric Safety Code standards, in installing this power arrangement, just as BellSouth is required to comply with these codes. ACCESS

Integrated must submit an application to BellSouth for the appropriate amount of collocation space that ACCESS Integrated requires to install this type of power arrangement. BellSouth will evaluate the request and determine if the appropriate amount of space is available within the office for the installation of ACCESS Integrated's power equipment and facilities. This type of power arrangement must be located in an appropriate area in the central office that has been properly conditioned for the installation of power equipment and conforms to the applicable national, regional, state and local safety, electrical, fire and building codes. BellSouth shall waive the application fee or any other non-recurring charge that would otherwise be due from a CLEC that decides to reconfigure an existing collocation power arrangement so as to purchase power directly from an electric utility company as provided herein. ACCESS Integrated shall be responsible for the recurring charges associated with the central office space needed for collocation of this type of power arrangement, including space required to place associated power-related equipment and facilities (i.e., batteries, generator, power meter, etc.). If there is no space available for this type of power arrangement in the requested central office, BellSouth may seek a waiver of these requirements from the Public Service Commission of South Carolina for the central office requested. ACCESS Integrated would still have the option to order its power needs directly from BellSouth.

- 8.6.6 If ACCESS Integrated requests a reduction in the amount of power that BellSouth is currently providing ACCESS Integrated must submit a Subsequent Application. If no modification to the Collocation Space is requested other than the reduction in power, the Subsequent Application Fee for Power Reduction as set forth in Exhibit B will apply. If modifications are requested in addition to the reduction of power the Subsequent Application Fee will apply. This non-recurring fee will be billed by BellSouth on the date that BellSouth provides an Application Response.
- 8.6.7 In Alabama and Louisiana, if ACCESS Integrated is currently served from the BellSouth main power board and requests that its power be reconfigured to connect to a BellSouth BDFB, in a specific central office, ACCESS Integrated must submit a Subsequent Application. BellSouth will respond to such application within seven (7) calendar days and no application fee will apply.
- 8.7 Security Escort. A security escort will be required whenever ACCESS Integrated or its approved agent desires access to the entrance manhole or must have access to the Premises after the one accompanied site visit allowed pursuant to Section 5 prior to completing BellSouth's Security Training requirements. Rates for a security escort are assessed according to the schedule appended hereto as Exhibit B beginning with the scheduled escort time. BellSouth will wait for one-half (1/2) hour after the scheduled time for such an escort and ACCESS Integrated shall pay for such half-hour charges in the event ACCESS Integrated fails to show up.
- 8.8 Cable Record charges. These charges apply for work required to build cable records in BellSouth systems. The VG/DS0 per cable record charge is for a maximum of 3600

records. The Fiber cable record charge is for a maximum of 99 records. These non-recurring fees will be billed upon receipt of ACCESS Integrated's BFFO.

8.9 Other. If no rate is identified in the contract, the rate for the specific service or function will be negotiated by the Parties upon request by either Party.

9. Insurance

9.1 ACCESS Integrated shall, at its sole cost and expense, procure, maintain, and keep in force insurance as specified in this Section and underwritten by insurance companies licensed to do business in the states applicable under this Attachment and having a Best's Insurance Rating of A-.

9.2 ACCESS Integrated shall maintain the following specific coverage:

9.2.1 Commercial General Liability coverage in the amount of ten million dollars (\$10,000,000.00) or a combination of Commercial General Liability and Excess/Umbrella coverage totaling not less than ten million dollars (\$10,000,000.00). BellSouth shall be named as an Additional Insured on the Commercial General Liability policy as specified herein.

9.2.2 Statutory Workers Compensation coverage and Employers Liability coverage in the amount of one hundred thousand dollars (\$100,000.00) each accident, one hundred thousand dollars (\$100,000.00) each employee by disease, and five hundred thousand dollars (\$500,000.00) policy limit by disease.

9.2.3 All Risk Property coverage on a full replacement cost basis insuring all of ACCESS Integrated's real and personal property situated on or within BellSouth's Central Office location(s).

9.2.4 ACCESS Integrated may elect to purchase business interruption and contingent business interruption insurance, having been advised that BellSouth assumes no liability for loss of profit or revenues should an interruption of service occur.

9.3 The limits set forth in Section 9.2 above may be increased by BellSouth from time to time during the term of this Attachment upon ninety (90) calendar days prior written notice to ACCESS Integrated to at least such minimum limits as shall then be customary with respect to comparable occupancy of BellSouth structures; provided, that, any BellSouth increase of such insurance limits is applied on a nondiscriminatory basis to BellSouth, to its Affiliates or subsidiaries, and to any other telecommunications carrier.

9.4 All policies purchased by ACCESS Integrated shall be deemed to be primary and not contributing to or in excess of any similar coverage purchased by BellSouth. All insurance must be in effect on or before the date equipment is delivered to BellSouth's Premises and shall remain in effect for the term of this Attachment or until all

ACCESS Integrated's property has been removed from BellSouth's Premises, whichever period is longer. If ACCESS Integrated fails to maintain required coverage, BellSouth may pay the premiums thereon and seek reimbursement of same from ACCESS Integrated.

- 9.5 ACCESS Integrated shall submit certificates of insurance reflecting the coverage required pursuant to this Section a minimum of ten (10) business days prior to ACCESS Integrated's initial installation of equipment or facilities in the Collocation Space. Failure to meet this interval may result in construction and equipment installation delays. ACCESS Integrated shall arrange for BellSouth to receive thirty (30) business days' advance notice of cancellation from ACCESS Integrated's insurance company. ACCESS Integrated shall forward a certificate of insurance and notice of cancellation/non-renewal to BellSouth at the following address:

BellSouth Telecommunications, Inc.
Attn.: Risk Management Office - Finance
17F54 BellSouth Center
675 W. Peachtree Street
Atlanta, Georgia 30375

- 9.6 ACCESS Integrated must conform to recommendations made by BellSouth's fire insurance company to the extent BellSouth has agreed to, or shall hereafter agree to, such recommendations.
- 9.7 Self-Insurance. If ACCESS Integrated's net worth exceeds five hundred million dollars (\$500,000,000), ACCESS Integrated may elect to request self-insurance status in lieu of obtaining any of the insurance required in Sections 9.2.1 and 9.2.2. ACCESS Integrated shall provide audited financial statements to BellSouth thirty (30) calendar days prior to the commencement of any work in the Collocation Space. BellSouth shall then review such audited financial statements and respond in writing to ACCESS Integrated in the event that self-insurance status is not granted to ACCESS Integrated. If BellSouth approves ACCESS Integrated for self-insurance, ACCESS Integrated shall annually furnish to BellSouth, and keep current, evidence of such net worth that is attested to by one of ACCESS Integrated's corporate officers. The ability to self-insure shall continue so long as the ACCESS Integrated meets all of the requirements of this Section. If ACCESS Integrated subsequently no longer satisfies this Section, ACCESS Integrated is required to purchase insurance as indicated by Sections 9.2.1 and 9.2.2.
- 9.8 The net worth requirements set forth in Section 9.7 may be increased by BellSouth from time to time during the term of this Attachment upon thirty (30) calendar days' notice to ACCESS Integrated to at least such minimum limits as shall then be customary with respect to comparable occupancy of BellSouth structures; provided, that, any BellSouth increase of such network requirements is applied on a nondiscriminatory basis to BellSouth, to its Affiliates or subsidiaries, and to any other telecommunications carrier.

9.9 Failure to comply with the provisions of this Section will be deemed a material breach of this Attachment.

10. Mechanics Liens

10.1 If any mechanics lien or other liens shall be filed against property of either Party (BellSouth or ACCESS Integrated), or any improvement thereon by reason of or arising out of any labor or materials furnished or alleged to have been furnished or to be furnished to or for the other Party or by reason of any changes, or additions to said property made at the request or under the direction of the other Party, the other Party directing or requesting those changes shall, within thirty (30) business days after receipt of written notice from the Party against whose property said lien has been filed, either pay such lien or cause the same to be bonded off the affected property in the manner provided by law. The Party causing said lien to be placed against the property of the other shall also defend, at its sole cost and expense, on behalf of the other, any action, suit or proceeding which may be brought for the enforcement of such liens and shall pay any damage and discharge any judgment entered thereon.

11. Inspections

11.1 BellSouth may conduct an inspection of ACCESS Integrated's equipment and facilities in the Collocation Space(s) prior to the activation of facilities between ACCESS Integrated's equipment and equipment of BellSouth. BellSouth may conduct an inspection if ACCESS Integrated adds equipment and may otherwise conduct routine inspections at reasonable intervals mutually agreed upon by the Parties. BellSouth shall provide ACCESS Integrated with a minimum of seventy-two (72) hours or three (3) business days, whichever is greater, advance notice of all such inspections. All costs of such inspection shall be borne by BellSouth. ACCESS Integrated may elect to be present whenever BellSouth conducts an inspection of ACCESS Integrated's equipment or facilities in the Collocation Space.

12. Security and Safety Requirements

12.1 Unless otherwise specified, ACCESS Integrated will be required, at its own expense, to conduct a statewide investigation of criminal history records for each ACCESS Integrated employee hired in the past five years being considered for work on the BellSouth Premises, for the states/counties where the ACCESS Integrated employee has worked and lived for the past five years. Where state law does not permit statewide collection or reporting, an investigation of the applicable counties is acceptable. ACCESS Integrated shall not be required to perform this investigation if an affiliated company of ACCESS Integrated has performed an investigation of the ACCESS Integrated employee seeking access, if such investigation meets the criteria set forth above. This requirement will not apply if ACCESS Integrated has performed a pre-employment statewide investigation of criminal history records of the ACCESS

Integrated employee for the states/counties where the ACCESS Integrated employee has worked and lived for the past five years or, where state law does not permit a statewide investigation, an investigation of the applicable counties.

- 12.2 ACCESS Integrated will be required to administer to its personnel assigned to the BellSouth Premises security training either provided by BellSouth, or meeting criteria defined by BellSouth.
- 12.3 ACCESS Integrated shall provide its employees and agents with picture identification, which must be worn and visible at all times while in the Collocation Space or other areas in or around the Premises. The photo identification card shall bear, at a minimum, the employee's name and photo and ACCESS Integrated's name. BellSouth reserves the right to remove from its Premises any employee of ACCESS Integrated not possessing identification issued by ACCESS Integrated or who has violated any of BellSouth's policies as outlined in the CLEC Security Training documents. To the extent BellSouth has effected such removal lawfully, ACCESS Integrated shall hold BellSouth harmless for any damages resulting from such removal of its personnel from BellSouth Premises. ACCESS Integrated shall be solely responsible for ensuring that any Guest of ACCESS Integrated is in compliance with all subsections of this Section.
- 12.4 ACCESS Integrated shall not assign to the BellSouth Premises any personnel with records of felony criminal convictions. ACCESS Integrated shall not assign to the BellSouth Premises any personnel with records of misdemeanor convictions, except for misdemeanor traffic violations, without advising BellSouth of the nature and gravity of the offense(s). BellSouth reserves the right to refuse building access to any ACCESS Integrated personnel who have been identified to have misdemeanor criminal convictions. Notwithstanding the foregoing, in the event that ACCESS Integrated chooses not to advise BellSouth of the nature and gravity of any misdemeanor conviction, ACCESS Integrated may, in the alternative, certify to BellSouth that it shall not assign to the BellSouth Premises any personnel with records of misdemeanor convictions (other than misdemeanor traffic violations).
 - 12.4.1 ACCESS Integrated shall not knowingly assign to the BellSouth Premises any individual who was a former employee of BellSouth and whose employment with BellSouth was terminated for a criminal offense whether or not BellSouth sought prosecution of the individual for the criminal offense.
 - 12.4.2 ACCESS Integrated shall not knowingly assign to the BellSouth Premises any individual who was a former supplier of BellSouth and whose access to a BellSouth Premises was revoked due to commission of a criminal offense whether or not BellSouth sought prosecution of the individual for the criminal offense.
- 12.5 For each ACCESS Integrated employee or agent hired by ACCESS Integrated within five years of being considered for work on the BellSouth Premises, who requires access to a BellSouth Premises pursuant to this Attachment, ACCESS Integrated shall

furnish BellSouth, prior to an employee or agent gaining such access, a certification that the aforementioned background check and security training were completed. The certification will contain a statement that no felony convictions were found and certifying that the security training was completed by the employee. If the employee's criminal history includes misdemeanor convictions, ACCESS Integrated will disclose the nature of the convictions to BellSouth at that time. In the alternative, ACCESS Integrated may certify to BellSouth that it shall not assign to the BellSouth Premises any personnel with records of misdemeanor convictions other than misdemeanor traffic violations.

- 12.5.1 For all other ACCESS Integrated employees requiring access to a BellSouth Premises pursuant to this Attachment, ACCESS Integrated shall furnish BellSouth, prior to an employee gaining such access, a certification that the employee is not subject to the requirements of Section 12.5 above and that security training was completed by the employee.
- 12.5.2 A non-employee representative of ACCESS Integrated (including without limitation a member of ACCESS Integrated's Board of Directors) may obtain access to ACCESS Integrated's Collocation Space in a BellSouth Premises so long as such non-employee representative is accompanied by (i) a ACCESS Integrated employee subject to the requirements of Section 12.5 or 12.5.1 of this Attachment, and (ii) a BellSouth security escort, subject to payment by ACCESS Integrated to BellSouth of any nonrecurring security escort fee set forth in Exhibit B.
- 12.6 At BellSouth's request, ACCESS Integrated shall promptly remove from BellSouth's Premises any employee of ACCESS Integrated BellSouth does not wish to grant access to its Premises 1) pursuant to any investigation conducted by BellSouth or 2) prior to the initiation of an investigation if an employee of ACCESS Integrated is found interfering with the property or personnel of BellSouth or another collocated telecommunications carrier, provided that an investigation shall promptly be commenced by BellSouth.
- 12.7 Security Violations. BellSouth reserves the right to interview ACCESS Integrated's employees, agents, or suppliers in the event of wrongdoing in or around BellSouth's property or involving BellSouth's or another telecommunications carrier's property or personnel, provided that BellSouth shall provide reasonable notice to ACCESS Integrated's Security contact prior to conducting such interview. ACCESS Integrated and its suppliers shall reasonably cooperate with BellSouth's investigation into allegations of wrongdoing or criminal conduct committed by, witnessed by, or involving ACCESS Integrated's employees, agents, or suppliers. Additionally, BellSouth reserves the right to bill ACCESS Integrated for all reasonable costs associated with investigations involving its employees, agents, or suppliers if it is established and mutually agreed in good faith that ACCESS Integrated's employees, agents, or suppliers are responsible for the alleged act. BellSouth shall bill ACCESS Integrated for BellSouth property, which is stolen or damaged where an investigation determines the culpability of ACCESS Integrated's employees, agents, or suppliers

and where ACCESS Integrated agrees, in good faith, with the results of such investigation. ACCESS Integrated shall notify BellSouth in writing immediately in the event that ACCESS Integrated discovers one of its employees already working on the BellSouth Premises would not then meet the security requirements of this Section 12. Upon request of the other Party, the Party who is the employer shall discipline consistent with its employment practices, up to and including removal from BellSouth Premises, any employee found to have violated the security and safety requirements of this Section. Each Party shall hold the other harmless for any damages resulting from such removal of its personnel from BellSouth Premises; provided however, that BellSouth shall not hold ACCESS Integrated harmless if ACCESS Integrated violates any provisions in this Section 12.7.

- 12.8 Use of Supplies. Unauthorized use of equipment, supplies or other property by either Party, whether or not used routinely to provide telephone service will be strictly prohibited and handled appropriately. Costs associated with such unauthorized use may be charged to the offending Party, as may be all associated investigative costs.
- 12.9 Use of Official Lines. Except for non-toll calls necessary in the performance of their work, neither Party shall use the telephones of the other Party on the BellSouth Premises. Charges for unauthorized telephone calls may be charged to the offending Party, as may be all associated investigative costs.
- 12.10 Accountability. Full compliance with the Security requirements of this Section shall in no way limit the accountability of either Party to the other for the improper actions of its employees.
- 12.11 BellSouth agrees to comply with the Security and Safety Requirements as set forth in 47 CFR 51.323 (i) as effective.

13. Destruction of Collocation Space

- 13.1 In the event a Collocation Space is wholly or partially damaged by fire, windstorm, tornado, flood or by similar causes to such an extent as to be rendered wholly unsuitable for ACCESS Integrated's permitted use hereunder, then either Party may elect within ten (10) business days after such damage, to terminate occupancy of the damaged Collocation Space, and if either Party shall so elect, by giving the other written notice of termination, both Parties shall stand released of and from further liability under the terms hereof. If the Collocation Space shall suffer only minor damage and shall not be rendered wholly unsuitable for ACCESS Integrated's permitted use, or is damaged and the option to terminate is not exercised by either Party, BellSouth covenants and agrees to proceed promptly without expense to ACCESS Integrated, except for improvements not the property of BellSouth, to repair the damage. BellSouth shall have a reasonable time within which to rebuild or make any repairs, and such rebuilding and repairing shall be subject to delays caused by storms, shortages of labor and materials, government regulations, strikes, walkouts,

and causes beyond the control of BellSouth, which causes shall not be construed as limiting factors, but as exemplary only. BellSouth shall rebuild or make repairs to ACCESS Integrated's Collocation Space at parity with the rebuild or repair of adjoining BellSouth space, and shall not give preferential or priority treatment to the repair or rebuild of its own space over that of ACCESS Integrated. ACCESS Integrated may, at its own expense, accelerate the rebuild of its collocated space and equipment provided however that a BellSouth Certified Supplier is used and the necessary space preparation has been completed. If ACCESS Integrated's acceleration of the project increases the cost of the project, then those additional charges will be incurred by ACCESS Integrated. Where allowed and where practical, ACCESS Integrated may erect a temporary facility while BellSouth rebuilds or makes repairs. In all cases where the Collocation Space shall be rebuilt or repaired, ACCESS Integrated shall be entitled to an equitable abatement of rent and other charges, depending upon the unsuitability of the Collocation Space for ACCESS Integrated's permitted use, until such Collocation Space is fully repaired and restored and ACCESS Integrated's equipment installed therein (but in no event later than thirty (30) calendar days after the Collocation Space is fully repaired and restored). Where ACCESS Integrated has placed an Adjacent Arrangement pursuant to Section 3, ACCESS Integrated shall have the sole responsibility to repair or replace said Adjacent Arrangement provided herein. Pursuant to this Section, BellSouth will restore the associated services to the Adjacent Arrangement.

14. Eminent Domain

- 14.1 If the whole of a Collocation Space or Adjacent Arrangement shall be taken by any public authority under the power of eminent domain, then this Attachment shall terminate with respect to such Collocation Space or Adjacent Arrangement as of the day possession shall be taken by such public authority and rent and other charges for the Collocation Space or Adjacent Arrangement shall be paid up to that day with proportionate refund by BellSouth of such rent and charges as may have been paid in advance for a period subsequent to the date of the taking. If any part of the Collocation Space or Adjacent Arrangement shall be taken under eminent domain, BellSouth and ACCESS Integrated shall each have the right to terminate this Attachment with respect to such Collocation Space or Adjacent Arrangement and declare the same null and void, by written notice of such intention to the other Party within ten (10) business days after such taking.

15. Nonexclusivity

- 15.1 ACCESS Integrated understands that this Attachment is not exclusive and that BellSouth may enter into similar agreements with other Parties. Assignment of space pursuant to all such agreements shall be determined by space availability and made on a first come, first served basis.

ENVIRONMENTAL AND SAFETY PRINCIPLES

The following principles provide basic guidance on environmental and safety issues when applying for and establishing Physical Collocation arrangements.

1. GENERAL PRINCIPLES

- 1.1 Compliance with Applicable Law. BellSouth and ACCESS Integrated agree to comply with applicable federal, state, and local environmental and safety laws and regulations including U.S. Environmental Protection Agency (USEPA) regulations issued under the Clean Air Act (CAA), Clean Water Act (CWA), Resource Conservation and Recovery Act (RCRA), Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), Superfund Amendments and Reauthorization Act (SARA), the Toxic Substances Control Act (TSCA), and OSHA regulations issued under the Occupational Safety and Health Act of 1970, as amended and NFPA and National Electrical Codes (NEC) and the NESC (“Applicable Laws”). Each Party shall notify the other if compliance inspections are conducted by regulatory agencies and/or citations are issued that relate to any aspect of this Attachment.
- 1.2 Notice. BellSouth and ACCESS Integrated shall provide notice to the other, including Material Safety Data Sheets (MSDSs), of known and recognized physical hazards or Hazardous Chemicals existing on site or brought on site. A Hazardous Chemical inventory list is posted on an OSHA Poster and updated annually at each Central Office. This Poster is normally located near the front entrance of the building or in the lounge area. Each Party is required to provide specific notice for known potential Imminent Danger conditions. ACCESS Integrated should contact 1-800-743-6737 for any BellSouth MSDS required.
- 1.3 Practices/Procedures. BellSouth may make available additional environmental control procedures for ACCESS Integrated to follow when working at a BellSouth Premises (See Section 2, below). These practices/procedures will represent the regular work practices required to be followed by the employees and suppliers of BellSouth for environmental protection. ACCESS Integrated will require its suppliers, agents and others accessing the BellSouth Premises to comply with these practices. Section 2 lists the Environmental categories where BST practices should be followed by ACCESS Integrated when operating in the BellSouth Premises.
- 1.4 Environmental and Safety Inspections. BellSouth reserves the right to inspect the ACCESS Integrated space with proper notification. BellSouth reserves the right to stop any ACCESS Integrated work operation that imposes Imminent Danger to the environment, employees or other persons in the area or Premises.
- 1.5 Hazardous Materials Brought On Site. Any hazardous materials brought into, used, stored or abandoned at the BellSouth Premises by ACCESS Integrated are owned by ACCESS Integrated. ACCESS Integrated will indemnify BellSouth for claims, lawsuits or damages to persons or property caused by these materials. Without prior written BellSouth approval, no substantial new safety or environmental hazards can be created by ACCESS Integrated or different hazardous materials used by ACCESS Integrated at BellSouth Premises. ACCESS Integrated must demonstrate adequate

emergency response capabilities for its materials used or remaining at the BellSouth Premises.

- 1.6 Spills and Releases. When contamination is discovered at a BellSouth Premises, the Party discovering the condition must notify BellSouth. All Spills or Releases of regulated materials will immediately be reported by ACCESS Integrated to BellSouth.
- 1.7 Coordinated Environmental Plans and Permits. BellSouth and ACCESS Integrated will coordinate plans, permits or information required to be submitted to government agencies, such as emergency response plans, spill prevention control and countermeasures (SPCC) plans and community reporting. If fees are associated with filing, BellSouth and ACCESS Integrated will develop a cost sharing procedure. If BellSouth's permit or EPA identification number must be used, ACCESS Integrated must comply with all of BellSouth's permit conditions and environmental processes, including environmental "best management practices (BMP)" (see Section 2, below) and/or selection of BST disposition vendors and disposal sites.
- 1.8 Environmental and Safety Indemnification. BellSouth and ACCESS Integrated shall indemnify, defend and hold harmless the other Party from and against any claims (including, without limitation, third-party claims for personal injury or death or real or personal property damage), judgments, damages (including direct and indirect damages and punitive damages), penalties, fines, forfeitures, costs, liabilities, interest and losses arising in connection with the violation or alleged violation of any Applicable Law or contractual obligation or the presence or alleged presence of contamination arising out of the acts or omissions of the indemnifying Party, its agents, suppliers, or employees concerning its operations at the Premises.

2. CATEGORIES FOR CONSIDERATION OF ENVIRONMENTAL ISSUES

- 2.1 When performing functions that fall under the following Environmental categories on BellSouth's Premises, ACCESS Integrated agrees to comply with the applicable sections of the current issue of BellSouth's Environmental and Safety Methods and Procedures (M&Ps), incorporated herein by this reference. ACCESS Integrated further agrees to cooperate with BellSouth to ensure that ACCESS Integrated's employees, agents, and/or suppliers are knowledgeable of and satisfy those provisions of BellSouth's Environmental M&Ps which apply to the specific Environmental function being performed by ACCESS Integrated, its employees, agents and/or suppliers.
- 2.2 The most current version of the reference documentation must be requested from ACCESS Integrated's BellSouth Account Team Collocation Coordinator (ATCC) Representative.

ENVIRONMENTAL CATEGORIES	ENVIRONMENTAL ISSUES	ADDRESSED BY THE FOLLOWING DOCUMENTATION
Disposal of hazardous material or other regulated material (e.g., batteries, fluorescent tubes, solvents & cleaning	Compliance with all applicable local, state, & federal laws and regulations	Std T&C 450 Fact Sheet Series 17000 Std T&C 660-3

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materials)	Pollution liability insurance EVET approval of supplier	Approved Environmental Vendor List (Contact ATCC Representative)
Emergency response	Hazmat/waste release/spill fire safety emergency	Fact Sheet Series 17000 Building Emergency Operations Plan (EOP) (specific to and located on Premises)
Contract labor/outsourcing for services with environmental implications to be performed on BellSouth Premises (e.g., disposition of hazardous material/waste; maintenance of storage tanks)	Compliance with all applicable local, state, & federal laws and regulations Performance of services in accordance with BST's environmental M&Ps Insurance	Std T&C 450 Std T&C 450-B (Contact ATCC Representative for copy of appropriate E/S M&Ps.) Std T&C 660
Transportation of hazardous material	Compliance with all applicable local, state, & federal laws and regulations Pollution liability insurance EVET approval of supplier	Std T&C 450 Fact Sheet Series 17000 Std T&C 660-3 Approved Environmental Vendor List (Contact ATCC Representative)
Maintenance/operations work which may produce a waste Other maintenance work	Compliance with all applicable local, state, & federal laws and regulations Protection of BST employees and equipment	Std T&C 450 29CFR 1910.147 (OSHA Standard) 29CFR 1910 Subpart O (OSHA Standard)
Janitorial services	All waste removal and disposal must conform to all applicable federal, state and local regulations All Hazardous Material and Waste Asbestos notification and	Procurement Manager (CRES Related Matters)-BST Supply Chain Services Fact Sheet Series 17000 GU-BTEN-001BT, Chapter 3

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	protection of employees and equipment	BSP 010-170-001BS (Hazcom)
Manhole cleaning	Compliance with all applicable local, state, & federal laws and regulations Pollution liability insurance EVET approval of supplier	Std T&C 450 Fact Sheet 14050 BSP 620-145-011PR Issue A, August 1996 Std T&C 660-3 Approved Environmental Vendor List (Contact ATCC Representative)
Removing or disturbing building materials that may contain asbestos	Asbestos work practices	GU-BTEN-001BT, Chapter 3 For questions regarding removing or disturbing materials that contain asbestos, call the BellSouth Building Service Center: AL, MS, TN, KY & LA (local area code) 557-6194 FL, GA, NC & SC (local area code) 780-2740

3. DEFINITIONS

Generator. Under RCRA, the person whose act produces a Hazardous Waste, as defined in 40 CFR 261, or whose act first causes a Hazardous Waste to become subject to regulation. The Generator is legally responsible for the proper management and disposal of Hazardous Wastes in accordance with regulations.

Hazardous Chemical. As defined in the U.S. Occupational Safety and Health (OSHA) hazard communication standard (29 CFR 1910.1200), any chemical which is a health hazard or physical hazard.

Hazardous Waste. As defined in Section 1004 of RCRA.

Imminent Danger. Any conditions or practices at a facility which are such that a danger exists which could reasonably be expected to cause immediate death or serious harm to people or immediate significant damage to the environment or natural resources.

Spill or Release. As defined in Section 101 of CERCLA.

4. ACRONYMS

ATCC – Account Team Collocation Coordinator

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BST – BellSouth Telecommunications

CRES – Corporate Real Estate and Services (formerly PS&M)

DEC/LDEC - Department Environmental Coordinator/Local Department Environmental Coordinator

E/S – Environmental/Safety

EVET - Environmental Vendor Evaluation Team

GU-BTEN-001BT - BellSouth Environmental Methods and Procedures

NESC - National Electrical Safety Codes

P&SM - Property & Services Management

Std T&C - Standard Terms & Conditions

Attachment 4

Remote Site Physical Collocation

BELLSOUTH

REMOTE SITE PHYSICAL COLLOCATION

1. **Scope of Attachment**
 - 1.1 **Scope of Attachment.** The rates, terms, and conditions contained within this Attachment shall only apply when ACCESS Integrated is occupying the Remote Collocation Space as a sole occupant or as a Host within a Remote Site Location pursuant to this Attachment.
 - 1.2 **Right to occupy.** BellSouth shall offer to ACCESS Integrated Remote Site Collocation on rates, terms, and conditions that are just, reasonable, non-discriminatory and consistent with the rules of the Federal Communications Commission (“FCC”). Subject to the rates, terms, and conditions of this Attachment where space is available and collocation is technically feasible, BellSouth shall allow ACCESS Integrated to exercise, throughout the term hereof, the exclusive right to occupy, and to exercise all other rights granted hereunder with regard to, that certain area designated by BellSouth within a BellSouth Remote Site Location, or on BellSouth property upon which the BellSouth Remote Site Location is located, of a size, which is specified by ACCESS Integrated and agreed to by BellSouth (hereinafter “Remote Collocation Space”). BellSouth Remote Site Locations include cabinets, huts, and controlled environmental vaults owned or leased by BellSouth that house BellSouth Network Facilities. To the extent this Attachment does not include all the necessary rates, terms and conditions for BellSouth remote locations other than cabinets, huts and controlled environmental vaults, the Parties will negotiate said rates, terms, and conditions upon request for collocation at BellSouth remote locations other than those specified above.
 - 1.3 **Space Reservation.**
 - 1.3.1 In all states other than Florida, the number of racks/bays specified by ACCESS Integrated may contemplate a request for space sufficient to accommodate ACCESS Integrated’s growth within a two year period.
 - 1.3.2 In the state of Florida, the number of racks/bays specified by ACCESS Integrated may contemplate a request for space sufficient to accommodate ACCESS Integrated’s growth within an eighteen (18) month period.
 - 1.3.3 Neither BellSouth nor any of BellSouth’s affiliates may reserve space for future use on more preferential terms than those set forth above.

- 1.4 Third Party Property. If the Premises, or the property on which it is located, is leased by BellSouth from a Third Party or otherwise controlled by a Third Party, special considerations and intervals may apply in addition to the terms and conditions of this Attachment. Additionally, where BellSouth notifies ACCESS Integrated that BellSouth's agreement with a Third Party does not grant BellSouth the ability to provide access and use rights to others, upon ACCESS Integrated's request, BellSouth will use its best efforts to obtain the owner's consent and to otherwise secure such rights for ACCESS Integrated. ACCESS Integrated agrees to reimburse BellSouth for the reasonable and demonstrable costs incurred by BellSouth in obtaining such rights for ACCESS Integrated. In cases where a Third Party agreement does not grant BellSouth the right to provide access and use rights to others as contemplated by this Attachment and BellSouth, despite its best efforts, is unable to secure such access and use rights for ACCESS Integrated as above, ACCESS Integrated shall be responsible for obtaining such permission to access and use such property. BellSouth shall cooperate with ACCESS Integrated in obtaining such permission.
- 1.5 Space Reclamation. In the event of space exhaust within a Remote Site Location, BellSouth may include in its documentation for the Petition for Waiver filing any unutilized space in the Remote Site Location. ACCESS Integrated will be responsible for any justification of unutilized space within its Remote Collocation Space, if the Commission requires such justification.
- 1.6 Use of Space. ACCESS Integrated shall use the Remote Collocation Space for the purposes of installing, maintaining and operating ACCESS Integrated's equipment (including testing and monitoring equipment) necessary for interconnection with BellSouth services and facilities or for access to BellSouth unbundled network elements (UNEs), used in either case for the provision of telecommunications services, as specifically set forth in this Attachment.. The Remote Collocation Space may be used for no other purposes except as specifically described herein or in any amendment hereto or authorized in writing by BellSouth.
- 1.7 Rates and charges. ACCESS Integrated agrees to pay charges for remote site collocation provided by BellSouth at the rates identified in Exhibit B attached hereto, provided however, ACCESS Integrated shall have the right to dispute any charge which it believes to be in error subject to the billing dispute resolution provisions set forth in this Agreement.
- 1.8 If any due date contained in this Attachment falls on a weekend or National holiday, then the due date will be the next business day thereafter. For intervals of ten (10) calendar days or less National holidays will be excluded.
- 1.9 The Parties agree to comply with all applicable federal, state, county, local and administrative laws, rules, ordinances, regulations and codes in the performance of their obligations hereunder.

2. Space Availability Report

2.1 Space Availability Report. Upon request from ACCESS Integrated, BellSouth will provide a written report ("Space Availability Report"), describing in detail the space that is available for collocation and specifying the amount of Remote Collocation Space available at the Remote Site Location requested, the number of collocators present at the Remote Site Location, any modifications in the use of the space since the last report on the Remote Site Location requested and the measures BellSouth is taking to make additional space available for collocation arrangements. A Space Availability Report does not reserve space at the Remote Site Location.

2.1.1 The request from ACCESS Integrated for a Space Availability Report must be written and must include the Common Language Location Identification ("CLLI") code for both the Remote Site Location and the serving wire center. The CLLI code information for the serving wire center is located in the National Exchange Carriers Association (NECA) Tariff FCC No. 4. If ACCESS Integrated is unable to obtain the CLLI code for the Remote Site Location from, for example, a site visit to the remote site, ACCESS Integrated may request the CLLI code from BellSouth. To obtain a CLLI code for a Remote Site Location directly from BellSouth, ACCESS Integrated should submit to BellSouth a Remote Site Interconnection Request for the serving wire center CLLI code prior to submitting its request for a Space Availability Report. ACCESS Integrated should complete all the requested information and submit the Request to BellSouth. BellSouth will bill the applicable fee upon receipt of the request.

2.1.2 BellSouth will respond to a request for a Space Availability Report for a particular Remote Site Location within ten (10) calendar days of receipt of such request. BellSouth will make best efforts to respond in ten (10) calendar days to such a request when the request includes from two (2) to five (5) Remote Site Locations within the same state. The response time for requests of more than five (5) Remote Site Locations shall be negotiated between the Parties. If BellSouth cannot meet the ten (10) calendar day response time, BellSouth shall notify ACCESS Integrated and inform ACCESS Integrated of the time frame under which it can respond.

2.2 Remote Terminal information. Upon request, BellSouth will provide ACCESS Integrated with the following information concerning BellSouth's remote terminals: (i) the address of the remote terminal; (ii) the CLLI code of the remote terminal; (iii) the carrier serving area of the remote terminal; (iv) the designation of which remote terminals subtend a particular central office; and (v) the number and address of customers that are served by a particular remote terminal.

2.2.1 BellSouth will provide this information on a first come, first served basis within thirty (30) calendar days of a ACCESS Integrated request subject to the following conditions: (i) the information will only be provided on a CD in the same format in which it appears in BellSouth's systems; (ii) the information will only be provided for

each serving wire center designated by ACCESS Integrated, up to a maximum of thirty (30) wire centers per ACCESS Integrated request per month per state, and up to for a maximum of 120 wire centers total per month per state for all CLECs; and (iii) ACCESS Integrated agrees to pay the costs incurred by BellSouth in providing the information.

3. Collocation Options

3.1 Cageless. BellSouth shall allow ACCESS Integrated to collocate ACCESS Integrated's equipment and facilities without requiring the construction of a cage or similar structure. BellSouth shall allow ACCESS Integrated to have twenty-four (24) hour direct access to ACCESS Integrated's equipment and facilities. BellSouth shall make cageless collocation available in single rack/bay increments. Except where ACCESS Integrated's equipment requires special technical considerations (e.g., special cable racking, isolated ground plane, etc.), BellSouth shall assign cageless Remote Collocation Space in conventional equipment rack lineups where feasible. For equipment requiring special technical considerations, ACCESS Integrated must provide the equipment layout, including spatial dimensions for such equipment pursuant to generic requirements contained in Telcordia GR-63-Core, and shall be responsible for compliance with all special technical requirements associated with such equipment pursuant.

3.2 Caged. At ACCESS Integrated's expense, ACCESS Integrated may arrange with a Supplier certified by BellSouth ("Certified Supplier") to construct a collocation arrangement enclosure, where technically feasible as that term has been defined by the FCC, in accordance with BellSouth's guidelines and specifications, provided that such guidelines are reasonable, non-discriminatory and consistent with applicable laws, rules and orders, prior to starting equipment installation. BellSouth will provide such guidelines and specifications upon request. ACCESS Integrated's Certified Supplier shall be responsible for filing and receiving any and all necessary permits and/or licenses for such construction. BellSouth shall cooperate with ACCESS Integrated and provide, at ACCESS Integrated's expense, the documentation, including existing building architectural drawings, enclosure drawings, and specifications required and necessary for ACCESS Integrated to obtain the zoning, permits and/or other licenses. ACCESS Integrated's Certified Supplier shall bill ACCESS Integrated directly for all work performed for ACCESS Integrated pursuant to this Attachment and BellSouth shall have no liability for nor responsibility to pay such charges imposed by ACCESS Integrated's Certified Supplier. ACCESS Integrated must provide the local BellSouth Remote Site Location contact with two Access Keys used to enter the locked enclosure. Except in case of emergency, BellSouth will not access ACCESS Integrated's locked enclosure prior to notifying ACCESS Integrated. Upon request, BellSouth shall construct the enclosure for ACCESS Integrated.

3.2.1 BellSouth may elect to review ACCESS Integrated's space enclosure construction plans and specifications prior to allowing construction to start to ensure compliance

with BellSouth's guidelines and specifications. Notification to ACCESS Integrated indicating BellSouth's desire to conduct this review will be provided in BellSouth's response to the Initial Application, if ACCESS Integrated has indicated their desire to construct their own enclosure. If ACCESS Integrated's Initial Application does not indicate their desire to construct their own enclosure, but their subsequent firm order does indicate their desire to construct their own enclosure, then notification to review will be given within ten (10) calendar days after the Firm Order date. BellSouth shall complete its review within fifteen (15) calendar days after the receipt of the space enclosure construction plans and specifications. Regardless of whether or not BellSouth elects to review ACCESS Integrated's construction plans and specifications, BellSouth reserves the right to inspect the enclosure after construction to make sure it is constructed according to the submitted construction plans and specifications and/or BellSouth's guidelines and specifications, as applicable. BellSouth shall require ACCESS Integrated to remove or correct within seven (7) calendar days at ACCESS Integrated's expense any construction that does not meet the construction plans and specifications or, where applicable, BellSouth guidelines and specifications.

3.3 Shared Collocation. ACCESS Integrated may allow other telecommunications carriers to share ACCESS Integrated's Remote Collocation Space pursuant to terms and conditions agreed to by ACCESS Integrated ("Host") and other telecommunications carriers ("Guests") and pursuant to this Section, except where the BellSouth Remote Site Location is located within a leased space and BellSouth is prohibited by said lease from offering such an option or is located on property for which BellSouth holds an easement and such easement does not permit such an option ACCESS Integrated shall notify BellSouth in writing upon execution of any collocation agreement between the Host and its Guest within ten (10) calendar days of its execution and prior to any Firm Order. Further, such notice shall include the name of the Guest(s) and the term of the agreement, and shall contain a certification by ACCESS Integrated that said agreement imposes upon the Guest(s) the same terms and conditions for Remote Collocation Space as set forth in this Attachment between BellSouth and ACCESS Integrated.

3.3.1 ACCESS Integrated, as the Host, shall be the sole interface and responsible Party to BellSouth for assessment of rates and charges contained within this Attachment and for the purposes of ensuring that the safety and security requirements of this Attachment are fully complied with by the Guest, its employees and agents. BellSouth shall provide ACCESS Integrated with a proration of the costs of the Remote Collocation Space based on the number of collocators and the space used by each with a minimum charge of one (1) bay/rack per Host/Guest. In those instances where the Host permits a Guest to use a shelf within the Host's bay, BellSouth will not prorate the cost of the bay. In all states other than Florida, and in addition to the foregoing, ACCESS Integrated shall be the responsible party to BellSouth for the purpose of submitting applications for initial and additional equipment placement of Guest. In Florida the Guest may directly submit bay/rack placement Applications using the

Host's access carrier name abbreviation (ACNA). A separate Guest application shall require the assessment of an Application Fee, as set forth in Exhibit B, which will be charged to the Host. BellSouth shall bill this non-recurring fee on the date that BellSouth provides its written response ("Application Response"); however, in the event Host submits a joint Application on behalf of itself and its Guest, only one Application Fee will be assessed.

- 3.3.2 Notwithstanding the foregoing, the Guest may arrange directly with BellSouth for the provision of the interconnecting facilities between BellSouth and the Guest and for the provision of the services and access to unbundled network elements. The bill for these interconnecting facilities, services and access to UNEs will be charged to the Guest pursuant to the applicable tariff or the Guest's Interconnection Agreement with BellSouth.
- 3.3.3 ACCESS Integrated shall indemnify and hold harmless BellSouth from any and all claims, actions, causes of action, of whatever kind or nature arising out of the presence of ACCESS Integrated's Guests in the Remote Collocation Space except to the extent caused by BellSouth's sole negligence, or to the extent caused by BellSouth's gross negligence or willful misconduct.
- 3.4 Adjacent Collocation. Subject to technical feasibility and space availability, BellSouth will permit adjacent Remote Site collocation arrangements ("Remote Site Adjacent Arrangement") on the property on which the Remote Site is located, where the Remote Site Adjacent Arrangement does not interfere with access to existing or planned structures or facilities on the Remote Site Location property. The Remote Site Adjacent Arrangement shall be constructed or procured by ACCESS Integrated and in conformance with BellSouth's design and construction specifications. Further, ACCESS Integrated shall construct, procure, maintain and operate said Remote Site Adjacent Arrangement(s) pursuant to all of the terms and conditions set forth in this Attachment. Rates shall be negotiated at the time of the application for the Remote Site Adjacent Arrangement.
- 3.4.1 Should ACCESS Integrated elect Adjacent Collocation, ACCESS Integrated must arrange with a Certified Supplier to construct a Remote Site Adjacent Arrangement structure in accordance with BellSouth's guidelines and specifications. Where local building codes require enclosure specifications more stringent than BellSouth's standard specification, ACCESS Integrated and ACCESS Integrated's Certified Supplier must comply with local building code requirements. ACCESS Integrated's Certified Supplier shall be responsible for filing and receiving any and all necessary zoning, permits and/or licenses for such construction. ACCESS Integrated's Certified Supplier shall bill ACCESS Integrated directly for all work performed for ACCESS Integrated pursuant to this Attachment and BellSouth shall have no liability for nor responsibility to pay such charges imposed by ACCESS Integrated's Certified Supplier. ACCESS Integrated must provide the local BellSouth Remote Site Location contact with two cards, keys or other access device used to enter the locked

enclosure. Except in cases of emergency, BellSouth shall not access ACCESS Integrated's locked enclosure prior to notifying ACCESS Integrated.

- 3.4.2 ACCESS Integrated must submit its construction plans and specifications to BellSouth with its Firm Order. BellSouth shall review ACCESS Integrated's construction plans and specifications prior to construction of a Remote Site Adjacent Arrangement(s) to ensure compliance with BellSouth's guidelines and specifications. BellSouth shall complete its review within fifteen (15) calendar days after receipt of construction plans and specifications. BellSouth may inspect the Remote Site Adjacent Arrangement(s) during and after construction to confirm it is constructed according to the submitted plans and specifications. BellSouth shall require ACCESS Integrated to remove or correct within seven (7) calendar days at ACCESS Integrated's expense any structure that does not meet these plans and specifications.
- 3.4.3 ACCESS Integrated shall provide a concrete pad, the structure housing the arrangement, heating/ventilation/air conditioning ("HVAC"), lighting, and all facilities that connect the structure (i.e. racking, conduits, etc.) to the BellSouth point of demarcation. At ACCESS Integrated's option, and where the local authority having jurisdiction permits, BellSouth shall provide an AC power source and access to physical collocation services and facilities subject to the same nondiscriminatory requirements as applicable to any other physical collocation arrangement. In Alabama and Louisiana, BellSouth will provide DC power to Adjacent Collocation sites where technically feasible, as that term has been defined by the FCC, and subject to individual case basis pricing. ACCESS Integrated's Certified Supplier shall be responsible, at ACCESS Integrated's expense, for filing and receiving any and all necessary zoning, permits and/or licenses for such arrangement. BellSouth shall allow Shared Collocation within a Remote Site Adjacent Arrangement pursuant to the terms and conditions set forth herein.
- 3.5 Co-carrier cross-connect (CCXC). The primary purpose of collocation is for a collocated telecommunications carrier to interconnect with BellSouth's network or to access BellSouth's unbundled network elements for the provision of telecommunications services within a BellSouth Premises. BellSouth will permit ACCESS Integrated to interconnect between its virtual or physical collocation arrangements and those of another collocated telecommunications carrier within the same remote site premises. Both ACCESS Integrated's agreement and the other collocated telecommunications carrier's agreement must contain rates, terms and conditions for CCXC language. At no point in time shall ACCESS Integrated use the Remote Collocation Space for the sole or primary purpose of cross connecting to other collocated telecommunications carriers.
- 3.5.1 ACCESS Integrated must use a BellSouth Certified Supplier to place the CCXC. The CCXC shall be provisioned through facilities owned by ACCESS Integrated. Such connections to other carriers may be made using either optical or electrical facilities. Notwithstanding the foregoing, in cases where ACCESS Integrated's equipment and

the equipment of the other interconnector are located in contiguous caged Collocation Spaces, ACCESS Integrated will have the option of using ACCESS Integrated's own technicians to deploy co-carrier cross connects using either electrical or optical facilities between the sets of equipment and to construct its own dedicated cable support structure. ACCESS Integrated may deploy such optical or electrical connections directly between its own facilities and the facilities of other collocated telecommunications carriers without being routed through BellSouth equipment. ACCESS Integrated may not self-provision CCXC on any BellSouth distribution frame, POT (Point of Termination) Bay, DSX (Digital System Cross-connect) or LGX (Light Guide Cross-connect). ACCESS Integrated is responsible for ensuring the integrity of the signal.

3.5.2 ACCESS Integrated shall be responsible for providing written authorization to BellSouth from the other collocated telecommunications carrier prior to installing the CCXC. ACCESS Integrated-provisioned CCXC shall utilize common cable support structure. There will be a recurring charge per linear foot, per cable, of common cable support structure used. In the case of two contiguous caged collocation arrangements, ACCESS Integrated will have the option of using ACCESS Integrated's own technicians to construct its own dedicated support structure.

3.5.3 To order CCXCs, ACCESS Integrated must submit an Initial Application or Subsequent Application. If no modification to the Remote Collocation Space is requested other than the placement of CCXCs, the Subsequent Application Fee for CCXC, as defined in Exhibit B, will apply. If modifications in addition to the placement of CCXCs are requested, the Initial Application or Subsequent Application Fee will apply. This non-recurring fee will be billed by BellSouth on the date that BellSouth provides an Application Response.

4. **Occupancy**

4.1 **Occupancy.** BellSouth will notify ACCESS Integrated in writing of the date that the Remote Collocation Space is ready for occupancy ("Space Ready Date"). ACCESS Integrated will schedule and complete an acceptance walk-through of the Remote Collocation Space with BellSouth within fifteen (15) calendar days after the Space Ready Date. BellSouth will correct any deviations to ACCESS Integrated's original or jointly amended requirements within seven (7) calendar days after the walk-through, unless the Parties jointly agree upon a different time frame, and BellSouth shall establish a new Space Ready Date. Another acceptance walk-through will then be scheduled and conducted within fifteen (15) calendar days of the new Space Ready Date. This follow-up acceptance walk-through will be limited to those items identified in the initial walk-through. If ACCESS Integrated has met the fifteen (15) calendar day interval(s), billing will begin upon the date of ACCESS Integrated's acceptance of the Remote Collocation Space ("Space Acceptance Date"). In the event that ACCESS Integrated fails to complete an acceptance walk-through within this fifteen (15) calendar day interval, the Remote Collocation Space shall be deemed accepted by ACCESS Integrated on the Space Ready Date and billing will commence from that

date. If ACCESS Integrated occupies the space prior to the Space Ready Date, the date ACCESS Integrated occupies the space becomes the new Space Acceptance Date and billing will begin from that date. ACCESS Integrated must notify BellSouth in writing that collocation equipment installation is complete and is operational with BellSouth's network. BellSouth may, at its option, not accept orders for cross connects until receipt of such notice. For purposes of this paragraph, ACCESS Integrated's telecommunications equipment will be deemed operational when cross-connected to BellSouth's network for the purpose of service provision.

4.2 Termination of Occupancy. In addition to any other provisions addressing termination of occupancy in this Agreement, ACCESS Integrated may terminate occupancy in a particular Remote Collocation Space by submitting a Subsequent Application requesting termination of occupancy. A Subsequent Application Fee will not apply for termination of occupancy. BellSouth may terminate ACCESS Integrated's right to occupy the Remote Collocation Space in the event ACCESS Integrated fails to comply with any material provision of this Agreement provided BellSouth gives ACCESS Integrated fifteen (15) business days' prior written notice of the failure to comply and gives ACCESS Integrated an opportunity to cure. Notwithstanding the above, any termination for non-payment of applicable fees, shall be in accordance with Attachment 7, Billing.

4.2.1 Upon termination of occupancy, ACCESS Integrated at its expense shall remove its equipment and other property from the Remote Collocation Space. ACCESS Integrated shall have thirty (30) calendar days from the termination date to complete such removal, including the removal of all equipment and facilities of ACCESS Integrated's Guests, unless ACCESS Integrated's Guest has assumed responsibility for the Remote Collocation Space housing the Guest's equipment and executed the documentation required by BellSouth prior to such removal date. Unless the Parties agree otherwise, ACCESS Integrated shall continue payment of monthly fees to BellSouth until the earlier of such date as (i) the Guest has assumed responsibility for the Remote Collocation Space, as set forth above or (ii) ACCESS Integrated, and if applicable ACCESS Integrated's Guest, has fully vacated the Remote Collocation Space and the Space Relinquishment Form (the "Form") has been provided to BellSouth (BellSouth shall be deemed to accept such Form no later than ten (10) business days after BellSouth receives the Form) and ACCESS Integrated has surrendered the Remote Collocation Space to BellSouth in substantially the same condition as existed when first occupied by ACCESS Integrated, except for ordinary wear and tear, unless otherwise agreed to by the Parties. Unless the Parties otherwise agree upon a schedule for the removal of equipment and facilities placed in the Remote Collocation Space by ACCESS Integrated and/or its Guest(s) (if any), if ACCESS Integrated or ACCESS Integrated's Guest fail to vacate or assume responsibility for the Remote Collocation Space within seventy five (75) calendar days after the termination date, BellSouth may remove the equipment and other property of ACCESS Integrated or ACCESS Integrated's Guest(s), in any manner that BellSouth deems fit at ACCESS Integrated's expense and with no liability whatsoever for

ACCESS Integrated's property or ACCESS Integrated's Guest's property, except for damage or injury to ACCESS Integrated or ACCESS Integrated's Guest(s)'s equipment or facilities caused by the gross negligence or intentional misconduct of BellSouth. Upon termination of ACCESS Integrated's right to occupy Remote Collocation Space, the Remote Collocation Space will revert back to BellSouth, and ACCESS Integrated shall surrender such Remote Collocation Space to BellSouth in substantially the same condition as existed when first occupied by ACCESS Integrated except for ordinary wear and tear, unless otherwise agreed to by the Parties. For CEVs and huts ACCESS Integrated's BellSouth Certified Supplier shall be responsible for updating and making any necessary changes to BellSouth's records as required by BellSouth's guidelines and specifications including but not limited to Record Drawings and ERMA Records. ACCESS Integrated shall be responsible for the cost of removing any ACCESS Integrated constructed enclosure, together with all support structures (e.g., racking, conduits, power cables, etc.), at the termination of occupancy and for restoring the grounds to their original condition.

5. Use of Remote Collocation Space

- 5.1 Equipment Type. BellSouth hereby permits the collocation of any type of equipment necessary for interconnection to BellSouth's network or for access to BellSouth's unbundled network elements in the provision of telecommunications services, as the term "necessary" is defined by FCC 47 C.F.R. Section 51.323 (b). The primary purpose and function of any equipment collocated in a Remote Collocated Space must be for interconnection to BellSouth's network or for access to BellSouth's unbundled network elements in the provision of telecommunications services. Examples of equipment that would be considered necessary include, but are not limited to: (i) transmission equipment including, but limited to, optical terminating equipment and multiplexers; (ii) equipment used to terminate basic transmission facilities pursuant to Sections 64.1410 and 64.1402 of Title 47 of the Code of Federal Regulations as of August 1, 1996; (iii) digital subscriber access multiplexers, routers, asynchronous transfer mode multiplexers and remote switching modules; and (iv) equipment required by ACCESS Integrated for physical test access and/or cross-connections of ACCESS Integrated's collocated equipment, including without limitation, a termination bay or frame, so long as such termination bay or frame does not serve as the demarcation point. Should BellSouth, at any time, object to collocation of equipment by ACCESS Integrated for the purposes described in Section 251(c) (6) of the Act, then ACCESS Integrated may avail itself of the dispute resolution procedures set forth in Section 10 (Resolution of Disputes) of the General Terms and Conditions of this Agreement. If ACCESS Integrated exercises its rights under such dispute resolution procedures, BellSouth shall first prove to the relevant state Commission that the equipment in question used or to be used by ACCESS Integrated is not equipment necessary for interconnection or access to unbundled network elements, as defined in 47 CFR 51.5, and that such equipment fails to satisfy the standards set forth in 47 CFR 51.323 (b), before denying ACCESS Integrated's request to collocate such equipment or causing the removal of said equipment.

- 5.1.1 Examples of equipment that would not be considered necessary include but are not limited to: Traditional circuit switching equipment, equipment used exclusively for call-related databases, computer servers used exclusively for providing information services, operations support system (OSS) equipment used to support collocated telecommunications carrier network operations, equipment that generates customer orders, manages trouble tickets or inventory, or stores customer records in centralized databases, etc. BellSouth will determine upon receipt of an application if the requested equipment is necessary based on the criteria established by the FCC. Multifunctional equipment placed on BellSouth's Premises must not place any greater relative burden on BellSouth's property than comparable single-function equipment. BellSouth reserves the right to permit collocation of any equipment on a nondiscriminatory basis.
- 5.1.2 Such equipment must, at a minimum, meet the following Telcordia Network Equipment Building Systems (NEBS) General Equipment Requirements: Criteria Level 3 requirements as outlined in the Telcordia Special Report SR-3580, Issue 1; equipment design spatial requirements per GR-63-CORE, Section 2; thermal heat dissipation per GR-063-CORE, Section 4, Criteria 77-79; acoustic noise per GR-063-CORE, Section 4, Criterion 128, and National Electric Code standards. Except where otherwise required by a Commission, BellSouth shall comply with the applicable FCC rules relating to denial of collocation based on ACCESS Integrated's failure to comply with this Section. BellSouth may not object to or deny the collocation of any equipment on the grounds that the equipment (i) does not comply with safety or engineering standards that are more stringent than the safety or engineering standards that BellSouth applies to its own equipment, or (ii) fails to comply with Network Equipment and Building Specifications performance standards or any other performance standards. If BellSouth denies collocation of ACCESS Integrated's equipment, citing safety standards, BellSouth must provide ACCESS Integrated within five (5) business days after such denial, a list of all equipment that BellSouth has located within the Remote Site Location in question, together with a sworn affidavit attesting that all such BellSouth equipment located therein meets or exceeds the safety standards that BellSouth contends ACCESS Integrated's equipment fails to meet.
- 5.1.2.1 All ACCESS Integrated equipment installation shall comply with BellSouth TR 73503-11h, "Grounding - Engineering Procedures". Metallic cable sheaths and metallic strength members of optical fiber cables as well as the metallic cable sheaths of all copper conductor cables shall be bonded to the designated grounding bus for the Remote Site Location. All copper conductor pairs, working and non-working, shall be equipped with a solid-state protector unit (over-voltage protection only) which has been listed by a nationally recognized testing laboratory.
- 5.1.3 Commencing with the third calendar quarter of 2003 and thereafter with respect to each subsequent calendar quarter during the term of this Attachment, ACCESS Integrated will, no later than thirty (30) days after the close of such calendar quarter, provide a report to ICS Collocation Product, Room 34A55, 675 W. Peachtree Street, Atlanta, Georgia 30375 listing equipment in the Remote Collocation Space (i) which

was added during the calendar quarter to which such report pertains, and (ii) for which there is a UCC-1 lien holder or another entity that has a secured financial interest in such equipment. Equipment that satisfies both subparts (i) and (ii) of this section shall be deemed to be "Secured Equipment". Should there be no Secured Equipment in a given calendar quarter, no report shall be due hereunder in connection with such calendar quarter.

- 5.2 ACCESS Integrated shall not use the Remote Collocation Space for marketing purposes nor shall it place any identifying signs or markings in the area surrounding the Remote Collocation Space or on the grounds of the Remote Site Location.
- 5.3 ACCESS Integrated shall place a plaque or other identification affixed to ACCESS Integrated's equipment to identify ACCESS Integrated's equipment, including a list of emergency contacts with telephone numbers.
- 5.4 Entrance Facilities. ACCESS Integrated may elect to place ACCESS Integrated-owned or ACCESS Integrated-leased fiber entrance facilities into the Remote Collocation Space. BellSouth will designate the point of interconnection at the Remote Site Location housing the Remote Collocation Space, which is physically accessible by both Parties. ACCESS Integrated will provide and place copper cable through conduit from the Remote Collocation Space to the Feeder Distribution Interface to the splice location of sufficient length for splicing by BellSouth. ACCESS Integrated must contact BellSouth for instructions prior to placing the entrance facility cable. ACCESS Integrated is responsible for maintenance of the entrance facilities.
- 5.4.1 Shared Use. ACCESS Integrated may utilize spare capacity on an existing interconnector entrance facility for the purpose of providing an entrance facility to ACCESS Integrated's collocation arrangement within the same BellSouth Remote Site Location. BellSouth shall allow splicing to the entrance facility, provided that the fiber is non-working fiber. The rates set forth in Exhibit B will apply. If ACCESS Integrated desires to allow another telecommunications carrier to use its entrance facilities, additional rates, terms and conditions will apply and shall be negotiated between the Parties.
- 5.5 Demarcation Point. BellSouth will designate the point(s) of demarcation between ACCESS Integrated's equipment and/or network and BellSouth's network. Each Party will be responsible for maintenance and operation of all equipment/facilities on its side of the demarcation point. ACCESS Integrated or its agent must perform all required maintenance to ACCESS Integrated equipment/facilities on its side of the demarcation point, pursuant to Section 5.6, following.
- 5.6 ACCESS Integrated's Equipment and Facilities. ACCESS Integrated, or if required by this Attachment, ACCESS Integrated's Certified Supplier, is solely responsible for the design, engineering, installation, testing, provisioning, performance, monitoring, maintenance and repair of the collocated equipment and facilities used by ACCESS

Integrated which must be performed in compliance with all applicable BellSouth policies and guidelines. Such equipment and facilities may include but are not limited to cable(s), equipment, and point of termination connections. ACCESS Integrated and its selected Certified Supplier must follow and comply with all BellSouth requirements outlined in BellSouth's TR 73503, TR 73519, TR 73572, and TR 73564.

- 5.7 BellSouth's Access to Remote Collocation Space. From time to time BellSouth may require access to the Remote Collocation Space. BellSouth retains the right to access the Remote Collocation Space for the purpose of making BellSouth equipment and Remote Site Location modifications. BellSouth shall defend, indemnify and hold harmless ACCESS Integrated, its Affiliates, and contractors from any claims, liabilities, costs and expenses (including reasonable attorney's fees), arising out of or related to any damages caused by the gross negligence or willful misconduct of BellSouth, its Affiliates, and contractors, and each of their respective employees, agents and contractors to any part of ACCESS Integrated's equipment, facilities or Remote Collocation Space.
- 5.8 Access. Pursuant to Section 12, ACCESS Integrated shall have access to the Remote Collocation Space twenty-four (24) hours a day, seven (7) days a week. ACCESS Integrated agrees to provide the name and social security number or date of birth or driver's license number of each employee, supplier, or agents of ACCESS Integrated or ACCESS Integrated's Guests provided with access keys or devices ("Access Keys") prior to the issuance of said Access Keys. Key acknowledgement forms must be signed by ACCESS Integrated and returned to BellSouth Access Management within fifteen (15) calendar days of ACCESS Integrated's receipt. Failure to return properly acknowledged forms will result in the holding of subsequent requests until acknowledgements are current. Access Keys shall not be duplicated under any circumstances. ACCESS Integrated agrees to be responsible for all Access Keys and for the return of all said Access Keys in the possession of ACCESS Integrated's employees, suppliers, Guests, or agents after termination of the employment relationship, contractual obligation with ACCESS Integrated or upon the termination of this Attachment or the termination of occupancy of an individual Remote Site collocation arrangement.
- 5.8.1 BellSouth will permit one accompanied site visit to ACCESS Integrated's designated collocation arrangement location after receipt of the Bona Fide Firm Order (BFFO) without charge to ACCESS Integrated. ACCESS Integrated must submit to BellSouth the completed Access Control Request Form for all employees or agents requiring access to the BellSouth Remote Site Location a minimum of thirty (30) calendar days prior to the date ACCESS Integrated desires access to the Remote Collocation Space. In order to permit reasonable access during construction of the Remote Collocation Space, ACCESS Integrated may submit such a request at any time subsequent to BellSouth's receipt of the BFFO. In the event ACCESS Integrated desires access to the Remote Collocation Space after submitting such a request but prior to access being approved, in addition to the first accompanied free visit, BellSouth shall permit

ACCESS Integrated to access the Remote Collocation Space accompanied by a security escort at ACCESS Integrated's expense. ACCESS Integrated must request escorted access at least three (3) business days prior to the date such access is desired.

- 5.9 Lost or Stolen Access Keys. ACCESS Integrated shall notify BellSouth in writing within twenty-four (24) hours after becoming aware of lost or stolen Access Keys. Should it become necessary for BellSouth to re-key Remote Site Locations or deactivate a card as a result of a lost Access Key(s) or for failure to return an Access Key(s), ACCESS Integrated shall pay for the costs of re-keying or deactivating the card as set forth in Exhibit B.
- 5.10 Interference or Impairment. Notwithstanding any other provisions of this Attachment, ACCESS Integrated shall not use any product or service provided under this Agreement, any other service related thereto or used in combination therewith, or place or use any equipment and facilities in any manner that 1) significantly degrades, interferes with or impairs service provided by BellSouth or by any other entity or any person's use of its telecommunications service; 2) endangers or damages the equipment, facilities or other property of BellSouth or of any other entity or person; 3) intentionally or unintentionally invades the privacy of any person, or intentionally or unintentionally violates the privacy laws applicable to any telecommunications traffic, to the extent such invasion or violation arises from the use of ACCESS Integrated's equipment or facilities; or 4) creates an unreasonable risk of injury or death to any individual or to the public. If BellSouth reasonably determines that any equipment or facilities of ACCESS Integrated violates the provisions of this paragraph, BellSouth shall give written notice to ACCESS Integrated, which notice shall direct ACCESS Integrated to cure the violation within forty-eight (48) hours of ACCESS Integrated's actual receipt of written notice or, at a minimum, to commence curative measures within 24 hours and to exercise reasonable diligence to complete such measures as soon as possible thereafter. After receipt of the notice, the Parties agree to consult immediately and, if necessary, to inspect the arrangement.
- 5.10.1 Except in the case of the deployment of an advanced service which significantly degrades the performance of other advanced services or traditional voice band services, if ACCESS Integrated fails to take curative action within said forty-eight (48) hours or if the violation is of a character which poses an immediate and substantial threat of damage to property, injury or death to any person, or any other significant degradation, interference or impairment of BellSouth's or any other entity's service, then and only in that event BellSouth may take such action as is reasonable and necessary to correct the violation, including without limitation the interruption of electrical power to ACCESS Integrated's equipment. BellSouth will endeavor, but is not required, to provide notice to ACCESS Integrated prior to taking any such action and shall have no liability to ACCESS Integrated for any damages arising from such action, except to the extent that such action by BellSouth constitutes gross negligence or willful misconduct.

- 5.10.2 For purposes of this section, the term significantly degrade shall mean an action that noticeably impairs a service from a user's perspective. In the case of the deployment of an advanced service which significantly degrades the performance of other advanced services or traditional voice band services and ACCESS Integrated fails to take curative action within 48 hours then BellSouth will establish before the Commission that the technology deployment is causing the significant degradation. Any claims of network harm presented to ACCESS Integrated or, if subsequently necessary, the Commission must be supported with specific and verifiable information. Where BellSouth demonstrates that a deployed technology is significantly degrading the performance of other advanced services or traditional voice band services, ACCESS Integrated shall discontinue deployment of that technology and migrate its customers to technologies that will not significantly degrade the performance of other such services. Where the only degraded service itself is a known disturber, and the newly deployed technology satisfies at least one of the criteria for a presumption that is acceptable for deployment under Section 47 C.F.R. 51.230, the degraded service shall not prevail against the newly deployed technology.
- 5.11 Personalty and its Removal. Facilities and equipment placed by ACCESS Integrated in the Remote Collocation Space shall not become a part of the Remote Site Location, even if nailed, screwed or otherwise fastened to the Remote Collocation Space but shall retain their status as personalty and may be removed by ACCESS Integrated at any time. Any damage caused to the Remote Collocation Space by ACCESS Integrated's employees, agents or representatives shall be promptly repaired by ACCESS Integrated at its expense.
- 5.11.1 If ACCESS Integrated decides to remove equipment from its Remote Collocation Space and the removal requires no physical work to be done by BellSouth, such that physical work includes, but is not limited to, power reduction, cross-connects, or tie pairs, BellSouth will bill ACCESS Integrated an Application Fee as set forth in Exhibit B for these changes. This non-recurring fee will be billed on the date that BellSouth provides an Application Response.
- 5.12 Alterations. In no case shall ACCESS Integrated or any person acting on behalf of ACCESS Integrated make any rearrangement, modification, improvement, addition, or other alteration which could affect in any way space, power, HVAC, and/or safety considerations to the Remote Collocation Space or the BellSouth Remote Site Location without the express written consent of BellSouth, which consent shall not be unreasonably withheld. The cost of any specialized alterations shall be paid by ACCESS Integrated. Any such material rearrangement, modification, improvement, addition, or other alteration shall require an Application and will result in the assessment of an Application Fee as set forth in Exhibit B. BellSouth will bill the non-recurring fee on the date that BellSouth provides an Application Response.
- 5.13 Upkeep of Remote Collocation Space. ACCESS Integrated shall be responsible for the general upkeep and cleaning of the Remote Collocation Space, and shall be

responsible for removing any ACCESS Integrated debris from the Remote Collocation Space and from in and around the Remote Collocation Site on each visit.

- 5.14 ACCESS Integrated's Access to Remote Site Collocation Space for Repair, Emergency Repair or Maintenance. BellSouth shall allow ACCESS Integrated to have twenty-four (24) hour direct access to ACCESS Integrated's equipment and facilities in the Remote Site Collocation Space to perform emergency or other necessary repair or maintenance activities to, among other things, replace existing equipment with different, but functionally similar, equipment. BellSouth will bill ACCESS Integrated an Application Fee as set forth in Exhibit B for these changes. This nonrecurring fee will be billed to ACCESS Integrated on the date that BellSouth provides ACCESS Integrated with an Application Response.

6. Ordering and Preparation of Remote Collocation Space

- 6.1 Should any state or federal regulatory agency impose procedures or intervals applicable to ACCESS Integrated and BellSouth that are different from procedures or intervals set forth in this Section, whether now in effect or that become effective after execution of this Agreement, those procedures or intervals shall supersede the requirements set forth herein for that jurisdiction for all applications submitted for the first time after the effective date thereof
- 6.2 Remote Site Application. .When ACCESS Integrated or ACCESS Integrated's Guest(s) desires to install a bay/rack in a Remote Site Location, ACCESS Integrated shall submit to BellSouth a Physical Expanded Interconnection Application Document ("Application"). The application is Bona Fide when it is complete and accurate, meaning that all required fields on the application are completed with the appropriate type of information. An Application Fee will apply which will be billed on the date BellSouth provides an Application Response. The placement of an additional bay/rack at a later date will be treated in the same fashion and an application will be required. The installation of additional shelves/equipment, subject to the restrictions contained in Section 5.10, within an existing bay/rack does not require an application.
- 6.3 Availability of Space. Upon submission of an application, BellSouth will permit ACCESS Integrated to physically collocate, pursuant to the terms of this Attachment, at any BellSouth Remote Site Location, unless BellSouth has determined that there is no space available due to space limitations or that Remote Site Collocation is not practical for technical reasons. In the event space is not immediately available at a Remote Site Location, BellSouth reserves the right to make additional space available, in which case the conditions in Section 7 shall apply, or BellSouth may elect to deny space in accordance with this Section in which case virtual or adjacent collocation options may be available. If the amount of space requested is not available, BellSouth will notify ACCESS Integrated of the amount that is available.
- 6.4 Space Availability Notification.

- 6.4.1 Unless otherwise specified, BellSouth will respond to an application within ten (10) calendar days as to whether space is available or not available within a BellSouth Remote Site Location. BellSouth will also respond as to whether the application is Bona Fide and if it is not Bona Fide the items necessary to cause the application to become Bona Fide. If the amount of space requested is not available, BellSouth will notify ACCESS Integrated of the amount of space that is available and no application fee shall apply. When BellSouth's response includes an amount of space less than that requested by ACCESS Integrated or differently configured, ACCESS Integrated must resubmit its application to reflect the actual space available.
- 6.4.2 BellSouth will respond to a Florida application within fifteen (15) calendar days as to whether space is available or not available within a BellSouth Remote Site Location. BellSouth will also respond as to whether the application is Bona Fide and if it is not Bona Fide the items necessary to cause the application to become Bona Fide. If a lesser amount of space than requested is available, BellSouth will provide an Application Response for the amount of space that is available and an application fee will be billed by BellSouth on the date that BellSouth provides an Application Response. When BellSouth's Application Response includes an amount of space less than that requested by ACCESS Integrated or differently configured, ACCESS Integrated must amend its application to reflect the actual space available prior to submitting a BFFO.
- 6.4.3 BellSouth will respond to a Louisiana application within ten (10) calendar days for space availability for one (1) to ten (10) applications; fifteen (15) calendar days for eleven (11) to twenty (20) applications; and for more than twenty (20) applications, the response interval is increased by five (5) calendar days for every five additional applications received within five (5) business days. If the amount of space requested is not available, BellSouth will notify ACCESS Integrated of the amount of space that is available and no application fee will apply. When BellSouth's response includes an amount of space less than that requested by ACCESS Integrated or differently configured, ACCESS Integrated must resubmit its application to reflect the actual space available. BellSouth will also respond as to whether the application is Bona Fide and if it is not Bona Fide the items necessary to cause the application to become Bona Fide.
- 6.5 Denial of Application. If BellSouth notifies ACCESS Integrated that the requested space is not available ("Denial of Application"), BellSouth will not assess an application fee. After notifying ACCESS Integrated that BellSouth has no available space in the requested Remote Site Location, BellSouth will allow ACCESS Integrated, upon request, to tour the Remote Site Location within ten (10) calendar days of such Denial of Application. In order to schedule said tour within ten (10) calendar days, the request for a tour of the Remote Site Location must be received by BellSouth within five (5) calendar days of the Denial of Application.

- 6.6 Filing of Petition for Waiver. Upon Denial of Application BellSouth will timely file a petition with the Commission pursuant to 47 U.S.C. § 251(c)(6). BellSouth shall provide to the Commission any information requested by that Commission. Such information shall include which space, if any, BellSouth or any of BellSouth's affiliates have reserved for future use and a detailed description of the specific future uses for which the space has been reserved. Subject to an appropriate nondisclosure agreement or provision, BellSouth shall permit ACCESS Integrated to inspect any plans or diagrams that BellSouth provides to the Commission.
- 6.7 Waiting List. On a first-come, first-served basis governed by the date of receipt of an application or Letter of Intent, BellSouth will maintain a waiting list of requesting carriers who have either received a Denial of Application or, where it is publicly known that the Remote Site Location is out of space, have submitted a Letter of Intent to collocate. BellSouth will notify the telecommunications carriers on the waiting list that can be accommodated by the amount of space that becomes available according to the position of the telecommunications carriers on said waiting list.
- 6.7.1 In Florida, on a first-come, first-served basis governed by the date of receipt of an application or Letter of Intent, BellSouth will maintain a waiting list of requesting carriers who have either received a Denial of Application or, where it is publicly known that the Remote Site Location is out of space, have submitted a Letter of Intent to collocate. Sixty (60) calendar days prior to space becoming available, if known, BellSouth will notify the Florida PSC and the telecommunications carriers on the waiting list by mail when space becomes available according to the position of the telecommunications carrier on said waiting list. If not known sixty (60) calendar days in advance, BellSouth shall notify the Florida PSC and the telecommunications carriers on the waiting list within two business days of the determination that space is available. A telecommunications carrier that, upon denial of physical collocation, requests virtual collocation shall be automatically placed on the waiting list.
- 6.7.2 When space becomes available, ACCESS Integrated must submit an updated, complete, and correct application to BellSouth within thirty (30) calendar days of such notification. If ACCESS Integrated has originally requested caged Remote Collocation Space and cageless Remote Collocation Space becomes available, ACCESS Integrated may refuse such space and notify BellSouth in writing within that time that ACCESS Integrated wants to maintain its place on the waiting list without accepting such space. ACCESS Integrated may accept an amount of space less than its original request by submitting an application as set forth above, and upon request, may maintain its position on the waiting list for the remaining space that was initially requested. If ACCESS Integrated does not submit such an application or notify BellSouth in writing as described above, BellSouth will offer such space to the next telecommunications carrier on the waiting list and remove ACCESS Integrated from the waiting list. Upon request, BellSouth will advise ACCESS Integrated as to its position on the list.

- 6.8 Public Notification. BellSouth will maintain on its Interconnection Services website a notification document that will indicate all Remote Site Locations that are without available space. BellSouth shall update such document within ten (10) calendar days of the date that BellSouth becomes aware that there is insufficient space to accommodate Remote Site Collocation. BellSouth will also post a document on its Interconnection Services website that contains a general notice where space has become available in a Remote Site Location previously on the space exhaust list.
- 6.9 Application Response.
- 6.9.1 In Florida, within fifteen (15) calendar days of receipt of a Bona Fide Application, when space has been determined to be available or when a lesser amount of space than that requested is available, then with respect to the space available, BellSouth will provide an Application Response including sufficient information to enable ACCESS Integrated to place a Firm Order. The Application Response will include, at a minimum, the configuration of the space, the Cable Installation Fee, Cable Records Fee, and the space preparation fees, as described in Section 8. When ACCESS Integrated submits ten (10) or more applications within ten (10) calendar days, the initial fifteen (15) calendar day response period will increase by ten (10) calendar days for every additional ten (10) applications or fraction thereof.
- 6.9.2 In Alabama, Georgia, Kentucky, Mississippi, North Carolina, South Carolina, and Tennessee when space has been determined to be available, BellSouth will provide an Application Response within twenty (20) calendar days of receipt of a Bona Fide application. The Application Response will include, at a minimum, the configuration of the space, the Cable Installation Fee, Cable Records Fee, and the space preparation fees, as described in Section 8.
- 6.9.3 In Louisiana, when space has been determined to be available, BellSouth will respond with an Application Response within thirty (30) calendar days for one (1) to ten (10) applications; thirty (35) calendar days for eleven (11) to twenty (20) applications; and for requests of more than twenty (20) applications, the Application Response interval will be increased by five (5) calendar days for every five (5) applications received within five (5) business days. The Application Response will include, at a minimum, the configuration of the space, the Cable Installation Fee, Cable Records Fee, and the space preparation fees, as described in Section 8.
- 6.10 Application Modifications.
- 6.10.1 If a modification or revision is made to any information in the Bona Fide application prior to a BFFO, with the exception of modifications to Customer Information, Contact Information or Billing Contact Information, either at the request of ACCESS Integrated or necessitated by technical considerations, said application shall be considered a new application and shall be handled as a new application with respect to response and provisioning intervals and BellSouth will charge ACCESS Integrated a

full Application Fee as set forth in Exhibit B. BellSouth will bill the nonrecurring fee on the date that BellSouth provides an Application Response.

6.11 Bona Fide Firm Order.

6.11.1 ACCESS Integrated shall indicate its intent to proceed with equipment installation in a BellSouth Remote Site Location by submitting a Firm Order to BellSouth. The BFFO must be received by BellSouth no later than thirty (30) calendar days after BellSouth's Application Response to ACCESS Integrated's Bona Fide application or the application will expire.

6.11.2 BellSouth will establish a firm order date based upon the date BellSouth is in receipt of a BFFO. BellSouth will acknowledge the receipt of ACCESS Integrated's BFFO within seven (7) calendar days of receipt indicating that the BFFO has been received. A BellSouth response to a BFFO will include a Firm Order Confirmation containing the firm order date. No revisions will be made to a BFFO.

7. **Construction and Provisioning**

7.1 Construction and Provisioning Intervals.

7.1.1 In Florida, BellSouth will complete construction for collocation arrangements as soon as possible and within a maximum of ninety (90) calendar days from receipt of a BFFO or as agreed to by the Parties. For changes to Remote Collocation Space after initial space completion ("Augmentation"), BellSouth will complete construction for collocation arrangements as soon as possible and within a maximum of forty-five (45) calendar days from receipt of a BFFO or as agreed to by the Parties. If BellSouth does not believe that construction will be completed within the relevant time frame and BellSouth and ACCESS Integrated cannot agree upon a completion date, within forty-five (45) calendar days of receipt of the BFFO for an initial request, and within thirty (30) calendar days for Augmentations, BellSouth may seek an extension from the Florida Commission.

7.1.2 In Alabama, Georgia, Kentucky, Mississippi, North Carolina, South Carolina, and Tennessee, BellSouth will complete construction for collocation arrangements under ordinary conditions as soon as possible and within a maximum of sixty (60) calendar days from receipt of a BFFO and ninety (90) calendar days from receipt of a BFFO for extraordinary conditions or as agreed to by the Parties. Ordinary conditions are defined as space available with only minor changes to support systems required, such as but not limited to, HVAC, cabling and the power plant(s). Extraordinary conditions shall include, but not limited to major BellSouth equipment rearrangement or addition; power plant addition or upgrade; major mechanical addition or upgrade; major upgrade for ADA compliance; environmental hazard or hazardous materials abatement; and arrangements for which equipment shipping intervals are extraordinary

in length. The Parties may mutually agree to renegotiate an alternative provisioning interval or BellSouth may seek a waiver from this interval from the Commission.

- 7.1.3 In Louisiana, BellSouth will complete construction for collocation arrangements under ordinary conditions as soon as possible and within a maximum of sixty (60) calendar days from receipt of a BFFO for an initial request, and within 60 calendar days for an Augmentation, or as agreed to by the Parties. The Parties may mutually agree to renegotiate an alternative provisioning interval or BellSouth may seek a waiver from this interval from the Commission.
- 7.2 In the event BellSouth does not have space immediately available at a Remote Site Location, BellSouth may elect to make additional space available by, for example but not limited to, rearranging BellSouth facilities or constructing additional capacity. In such cases, the above intervals shall not apply and BellSouth will provision the Remote Collocation Space in a nondiscriminatory manner and at parity with BellSouth and will provide ACCESS Integrated with the estimated completion date in its Response.
- 7.3 Joint Planning. Joint planning between BellSouth and ACCESS Integrated will commence within a maximum of twenty (20) calendar days from BellSouth's receipt of a BFFO. BellSouth will provide the preliminary design of the Remote Collocation Space and the equipment configuration requirements as reflected in the Bona Fide application and affirmed in the BFFO. The Remote Collocation Space completion time period will be provided to ACCESS Integrated during joint planning.
- 7.4 Permits. Each Party or its agents will diligently pursue filing for the permits required for the scope of work to be performed by that Party or its agents within ten (10) calendar days of the completion of finalized construction designs and specifications.
- 7.5 Acceptance Walk-through. ACCESS Integrated will schedule and complete an acceptance walk-through of the Remote Collocation Space with BellSouth within fifteen (15) calendar days after the Space Ready Date. In the event that ACCESS Integrated fails to complete an acceptance walk-through within this fifteen (15) calendar day interval, the Remote Collocation Space shall be deemed accepted by ACCESS Integrated. BellSouth will correct any deviations to ACCESS Integrated's original or jointly amended requirements within seven (7) calendar days after the walk-through, unless the Parties jointly agree upon a different time frame.
- 7.6 Use of BellSouth Certified Supplier. ACCESS Integrated shall select a supplier which has been approved by BellSouth to perform all engineering and installation work. ACCESS Integrated and ACCESS Integrated's BellSouth Certified Supplier must follow and comply with all BellSouth requirements outlined in BellSouth's TR 73503, TR 73519, TR 73572, and TR 73564. In some cases, ACCESS Integrated must select separate BellSouth Certified Suppliers for transmission equipment, switching equipment and power equipment. BellSouth shall provide ACCESS Integrated with a list of BellSouth Certified Suppliers upon request. The BellSouth Certified Supplier(s)

shall be responsible for installing ACCESS Integrated's equipment and components, extending power cabling to the BellSouth power distribution frame, performing operational tests after installation is complete, and notifying BellSouth's Outside Plant engineers and ACCESS Integrated upon successful completion of installation. The BellSouth Certified Supplier shall bill ACCESS Integrated directly for all work performed for ACCESS Integrated pursuant to this Attachment, and BellSouth shall have no liability for nor responsibility to pay such charges imposed by the BellSouth Certified Supplier. BellSouth shall make available its supplier certification program to ACCESS Integrated or any supplier proposed by ACCESS Integrated and will not unreasonably withhold certification. All work performed by or for ACCESS Integrated shall conform to generally accepted industry guidelines and standards.

- 7.7 Alarm and Monitoring. BellSouth may place alarms in the Remote Site Location for the protection of BellSouth equipment and facilities. ACCESS Integrated shall be responsible for placement, monitoring and removal of environmental and equipment alarms used to service ACCESS Integrated's Remote Collocation Space. Upon request, BellSouth will provide ACCESS Integrated with applicable tariffed service(s) to facilitate remote monitoring of collocated equipment by ACCESS Integrated. Both Parties shall use best efforts to notify the other of any verified hazardous conditions known to that Party.
- 7.8 Virtual Remote Site Collocation Relocation. In the event physical Remote Collocation Space was previously denied at a Remote Site Location due to technical reasons or space limitations, and physical Remote Collocation Space has subsequently become available, ACCESS Integrated may relocate its virtual Remote Site collocation arrangements to physical Remote Site collocation arrangements and pay the appropriate fees for physical Remote Site collocation and for the rearrangement or reconfiguration of services terminated in the virtual Remote Site collocation arrangement, as outlined in the appropriate BellSouth tariffs. In the event that BellSouth knows when additional space for physical Remote Site collocation may become available at the location requested by ACCESS Integrated, such information will be provided to ACCESS Integrated in BellSouth's written denial of physical Remote Site collocation. To the extent that (i) physical Remote Collocation Space becomes available to ACCESS Integrated within one hundred eighty 180 calendar days of BellSouth's written denial of ACCESS Integrated's request for physical collocation, (ii) BellSouth had knowledge that the space was going to become available, and (iii) ACCESS Integrated was not informed in the written denial that physical Remote Collocation Space would become available within such one hundred eighty 180 calendar days, then ACCESS Integrated may relocate its virtual Remote Site collocation arrangement to a physical Remote Site collocation arrangement and will receive a credit for any nonrecurring charges previously paid for such virtual Remote Site collocation. ACCESS Integrated must arrange with a BellSouth Certified Supplier for the relocation of equipment from its virtual Remote Collocation Space to its physical Remote Collocation Space and will bear the cost of such relocation.

- 7.8.1 In Alabama, BellSouth will complete a relocation from virtual collocation to physical collocation within ninety (90) calendar days.
- 7.9 Virtual to Physical Conversion (In-Place). Virtual collocation arrangements may be converted to “in-place” physical arrangements if the potential conversion meets the following four criteria: 1) there is no change in the amount of equipment or the configuration of the equipment that was in the virtual collocation arrangement; 2) the conversion of the virtual collocation arrangement will not cause the equipment or the results of that conversion to be located in a space that BellSouth has reserved for its own future needs; 3) the converted arrangement does not limit BellSouth’s ability to secure its own equipment and facilities due to the location of the virtual collocation arrangement; and 4) any changes to the arrangement can be accommodated by existing power, HVAC, and other requirements. **Unless otherwise specified, BellSouth will complete virtual to in-place physical collocation conversions within sixty (60) calendar days from receipt of the BFFO. BellSouth will bill ACCESS Integrated an Application Fee as set forth in Exhibit B for these changes on the date that BellSouth provides an Application Response.**
- 7.9.1 In Alabama and Tennessee, BellSouth will complete Virtual to Physical Conversions (In Place) within thirty (30) calendar days from receipt of the BFFO.
- 7.10 Cancellation. If, at any time prior to space acceptance, ACCESS Integrated cancels its order for the Remote Collocation Space(s) (“Cancellation”), BellSouth will bill the applicable non-recurring rate for any and all work processes for which work has begun. In Georgia, if ACCESS Integrated cancels its order for Remote Collocation Space at any time prior to space acceptance, BellSouth will bill ACCESS Integrated for all costs incurred prior to the date of Cancellation and for any costs incurred as a direct result of the Cancellation, not to exceed the total amount that would have been due had the order not been cancelled.
- 7.11 Licenses. ACCESS Integrated, at its own expense, will be solely responsible for obtaining from governmental authorities, and any other appropriate agency, entity, or person, all rights, privileges, and licenses necessary or required to operate as a provider of telecommunications services to the public or to occupy the Remote Collocation Space.
- 7.12 Environmental Hazard Guidelines. The Parties agree to utilize and adhere to the Environmental Hazard Guidelines identified in Exhibit A attached hereto.
- 8. Rates and Charges**
- 8.1 Recurring Charges. If ACCESS Integrated has met the applicable fifteen (15) calendar day walk-through interval(s) specified in Section 4, billing for recurring charges will begin upon the Space Acceptance Date. In the event that ACCESS Integrated fails to complete an acceptance walk-through within the applicable fifteen (15) calendar day interval, billing for recurring charges will commence on the Space Ready Date.. If

ACCESS Integrated occupies the space prior to the Space Ready Date, the date ACCESS Integrated occupies the space becomes the new Space Acceptance Date and billing for recurring charges begin on that date.

- 8.2 Application Fee. BellSouth shall assess an Application Fee via a service order, which shall be issued at the time BellSouth responds that space is available pursuant to Section 2. Payment of said Application Fee will be due as dictated by ACCESS Integrated's current billing cycle and is non-refundable.
- 8.3 Rack/Bay Space. The rack/bay space charge includes reasonable charges for air conditioning, ventilation and other allocated expenses associated with maintenance of the Remote Site Location, and includes amperage necessary to power ACCESS Integrated's equipment. ACCESS Integrated shall pay rack/bay space charges based upon the number of racks/bays requested. BellSouth will assign Remote Collocation Space in conventional remote site rack/bay lineups where feasible.
- 8.4 Power. BellSouth shall make available -48 Volt (-48V) DC power for ACCESS Integrated's Remote Collocation Space at a BellSouth Power Board or BellSouth Battery Distribution Fuse Bay (BDFB) at ACCESS Integrated's option within the Remote Site Location. The charge for power shall be assessed as part of the recurring charge for rack/bay space. If the power requirements for ACCESS Integrated's equipment exceeds the capacity available, then such power requirements shall be assessed on an individual case basis.
- 8.4.1 Adjacent Collocation Power. Charges for AC power will be assessed per breaker ampere per month. Rates include the provision of commercial and standby AC power, where available. When obtaining power from a BellSouth service panel, protection devices and power cables must be engineered (sized), and installed by ACCESS Integrated's BellSouth Certified Supplier except that BellSouth shall engineer and install protection devices and power cables for Adjacent Collocation. ACCESS Integrated's BellSouth Certified Supplier must also provide a copy of the engineering power specification prior to the equipment becoming operational. Charges for AC power shall be assessed pursuant to the rates specified in Exhibit B. AC power voltage and phase ratings shall be determined on a per location basis. At ACCESS Integrated's option, ACCESS Integrated may arrange for AC power in an Adjacent Collocation arrangement from a retail provider of electrical power.
- 8.5 Security Escort. A security escort will be required whenever ACCESS Integrated or its approved agent desires access to the Remote Site Location after the one accompanied site visit allowed pursuant to Section 5 prior to completing BellSouth's Security Training requirements. Rates for a security escort are assessed according to the schedule appended hereto as Exhibit B beginning with the scheduled escort time. BellSouth will wait for one-half (1/2) hour after the scheduled time for such an escort and ACCESS Integrated shall pay for such half-hour charges in the event ACCESS Integrated fails to show up.

- 8.6 Other. If no rate is identified in the contract, the rate for the specific service or function will be negotiated by the Parties upon request by either Party.
9. **Insurance**
- 9.1 ACCESS Integrated shall, at its sole cost and expense, procure, maintain, and keep in force insurance as specified in this Section and underwritten by insurance companies licensed to do business in the states applicable under this Attachment and having a Best's Insurance Rating of A-.
- 9.2 ACCESS Integrated shall maintain the following specific coverage:
- 9.2.1 Commercial General Liability coverage in the amount of ten million dollars (\$10,000,000.00) or a combination of Commercial General Liability and Excess/Umbrella coverage totaling not less than ten million dollars (\$10,000,000.00). BellSouth shall be named as an Additional Insured on the Commercial General Liability policy as specified herein.
- 9.2.2 Statutory Workers Compensation coverage and Employers Liability coverage in the amount of one hundred thousand dollars (\$100,000.00) each accident, one hundred thousand dollars (\$100,000.00) each employee by disease, and five hundred thousand dollars (\$500,000.00) policy limit by disease.
- 9.2.3 All Risk Property coverage on a full replacement cost basis insuring all of ACCESS Integrated's real and personal property situated on or within BellSouth's Remote Site Location.
- 9.2.4 ACCESS Integrated may elect to purchase business interruption and contingent business interruption insurance, having been advised that BellSouth assumes no liability for loss of profit or revenues should an interruption of service occur.
- 9.3 The limits set forth in Section 9.2 above may be increased by BellSouth from time to time during the term of this Attachment upon ninety (90) calendar days prior written notice to ACCESS Integrated to at least such minimum limits as shall then be customary with respect to comparable occupancy of BellSouth structures; provided, that, any BellSouth increase of such insurance limits is applied on a nondiscriminatory basis to BellSouth, to its Affiliates or subsidiaries, and to any other telecommunications carrier.
- 9.4 All policies purchased by ACCESS Integrated shall be deemed to be primary and not contributing to or in excess of any similar coverage purchased by BellSouth. All insurance must be in effect on or before the date equipment is delivered to BellSouth's Remote Site Location and shall remain in effect for the term of this Attachment or until all of ACCESS Integrated's property has been removed from BellSouth's Remote Site Location, whichever period is longer. If ACCESS Integrated fails to

maintain required coverage, BellSouth may pay the premiums thereon and seek reimbursement of same from ACCESS Integrated.

- 9.5 ACCESS Integrated shall submit certificates of insurance reflecting the coverage required pursuant to this Section a minimum of ten (10) business days prior to ACCESS Integrated's initial installation of equipment or facilities in the Remote Collocation Space. Failure to meet this interval may result in construction and equipment installation delays. ACCESS Integrated shall arrange for BellSouth to receive thirty (30) business days' advance notice of cancellation from ACCESS Integrated's insurance company. ACCESS Integrated shall forward a certificate of insurance and notice of cancellation/non-renewal to BellSouth at the following address:

BellSouth Telecommunications, Inc.
Attn.: Risk Management Office - Finance
17F54 BellSouth Center
675 W. Peachtree Street
Atlanta, Georgia 30375

- 9.6 ACCESS Integrated must conform to recommendations made by BellSouth's fire insurance company to the extent BellSouth has agreed to, or shall hereafter agree to, such recommendations.

- 9.7 Self-Insurance. If ACCESS Integrated's net worth exceeds five hundred million dollars (\$500,000,000), ACCESS Integrated may elect to request self-insurance status in lieu of obtaining any of the insurance required in Sections 9.2.1 and 9.2.2. ACCESS Integrated shall provide audited financial statements to BellSouth thirty (30) calendar days prior to the commencement of any work in the Remote Collocation Space. BellSouth shall then review such audited financial statements and respond in writing to ACCESS Integrated in the event that self-insurance status is not granted to ACCESS Integrated. If BellSouth approves ACCESS Integrated for self-insurance, ACCESS Integrated shall annually furnish to BellSouth, and keep current, evidence of such net worth that is attested to by one of ACCESS Integrated's corporate officers. The ability to self-insure shall continue so long as ACCESS Integrated meets all of the requirements of this Section. If ACCESS Integrated subsequently no longer satisfies this Section, ACCESS Integrated is required to purchase insurance as indicated by Sections 9.2.1 and Section 9.2.2.

- 9.8 The net worth requirements set forth in Section 9.7 may be increased by BellSouth from time to time during the term of this Attachment upon thirty (30) calendar days' notice to ACCESS Integrated to at least such minimum limits as shall then be customary with respect to comparable occupancy of BellSouth structures; provided, that, any BellSouth increase of such network requirements is applied on a nondiscriminatory basis to BellSouth, to its Affiliates or subsidiaries, and to any other telecommunications carrier.

9.9 Failure to comply with the provisions of this Section will be deemed a material breach of this Attachment.

10. Mechanics Liens

10.1 If any mechanics lien or other liens shall be filed against property of either Party (BellSouth or ACCESS Integrated), or any improvement thereon by reason of or arising out of any labor or materials furnished or alleged to have been furnished or to be furnished to or for the other Party or by reason of any changes, or additions to said property made at the request or under the direction of the other Party, the other Party directing or requesting those changes shall, within thirty (30) business days after receipt of written notice from the Party against whose property said lien has been filed, either pay such lien or cause the same to be bonded off the affected property in the manner provided by law. The Party causing said lien to be placed against the property of the other shall also defend, at its sole cost and expense, on behalf of the other, any action, suit or proceeding which may be brought for the enforcement of such liens and shall pay any damage and discharge any judgment entered thereon.

11. Inspections

11.1 BellSouth may conduct an inspection of ACCESS Integrated's equipment and facilities in the Remote Collocation Space(s) prior to the activation of facilities between ACCESS Integrated's equipment and equipment of BellSouth. BellSouth may conduct an inspection if ACCESS Integrated adds equipment and may otherwise conduct routine inspections at reasonable intervals mutually agreed upon by the Parties. BellSouth shall provide ACCESS Integrated with a minimum of seventy-two (72) hours or three (3) business days, whichever is greater, advance notice of all such inspections. All costs of such inspection shall be borne by BellSouth. ACCESS Integrated may elect to be present whenever BellSouth conducts an inspection of ACCESS Integrated's equipment or facilities in the Remote Collocation Space.

12. Security and Safety Requirements

12.1 Unless otherwise specified, ACCESS Integrated will be required, at its own expense, to conduct a statewide investigation of criminal history records for each ACCESS Integrated employee hired in the past five years being considered for work on the BellSouth Remote Site Location, for the states/counties where the ACCESS Integrated employee has worked and lived for the past five years. Where state law does not permit statewide collection or reporting, an investigation of the applicable counties is acceptable. ACCESS Integrated shall not be required to perform this investigation if an affiliated company of ACCESS Integrated has performed an investigation of the ACCESS Integrated employee seeking access, if such investigation meets the criteria set forth above. This requirement will not apply if ACCESS Integrated has performed a pre-employment statewide investigation of criminal history

records of the ACCESS Integrated employee for the states/counties where the ACCESS Integrated employee has worked and lived for the past five years or, where state law does not permit a statewide investigation, an investigation of the applicable counties.

- 12.2 ACCESS Integrated will be required to administer to their personnel assigned to the BellSouth Premises security training either provided by BellSouth, or meeting criteria defined by BellSouth.
- 12.3 ACCESS Integrated shall provide its employees and agents with picture identification, which must be worn, and visible at all times while in the Remote Collocation Space or other areas in or around the Remote Site Location. The photo Identification card shall bear, at a minimum, the employee's name and photo, and ACCESS Integrated's name. BellSouth reserves the right to remove from its Remote Site Location any employee of ACCESS Integrated not possessing identification issued by ACCESS Integrated or who have violated any of BellSouth's policies as outlined in the CLEC Security Training documents. To the extent BellSouth has effected such removal lawfully, ACCESS Integrated shall hold BellSouth harmless for any damages resulting from such removal of its personnel from BellSouth Remote Site Location. ACCESS Integrated shall be solely responsible for ensuring that any Guest of ACCESS Integrated is in compliance with all subsections of this Section 12.
- 12.4 ACCESS Integrated shall not assign to the BellSouth Remote Site Location any personnel with records of felony criminal convictions. ACCESS Integrated shall not assign to the BellSouth Remote Site Location any personnel with records of misdemeanor convictions, except for misdemeanor traffic violations, without advising BellSouth of the nature and gravity of the offense(s). BellSouth reserves the right to refuse access to any ACCESS Integrated personnel who have been identified to have misdemeanor criminal convictions. Notwithstanding the foregoing, in the event that ACCESS Integrated chooses not to advise BellSouth of the nature and gravity of any misdemeanor conviction, ACCESS Integrated may, in the alternative, certify to BellSouth that it shall not assign to the BellSouth Remote Site Location any personnel with records of misdemeanor convictions (other than misdemeanor traffic violations).
 - 12.4.1 ACCESS Integrated shall not knowingly assign to the BellSouth Remote Site Location any individual who was a former employee of BellSouth and whose employment with BellSouth was terminated for a criminal offense whether or not BellSouth sought prosecution of the individual for the criminal offense.
 - 12.4.2 ACCESS Integrated shall not knowingly assign to the BellSouth Remote Site Location any individual who was a former supplier of BellSouth and whose access to a BellSouth Remote Site Location was revoked due to commission of a criminal offense whether or not BellSouth sought prosecution of the individual for the criminal offense.

- 12.5 For each ACCESS Integrated employee or agent hired by ACCESS Integrated within five years of being considered for work on the BellSouth Remote Site Location, who requires access to a BellSouth Remote Site Location pursuant to this Attachment, ACCESS Integrated shall furnish BellSouth, prior to an employee gaining such access, a certification that the aforementioned background check and security training were completed. The certification will contain a statement that no felony convictions were found and certifying that the security training was completed by the employee. If the employee's criminal history includes misdemeanor convictions, ACCESS Integrated will disclose the nature of the convictions to BellSouth at that time. In the alternative, ACCESS Integrated may certify to BellSouth that it shall not assign to the BellSouth Remote Site Location any personnel with records of misdemeanor convictions other than misdemeanor traffic violations.
- 12.5.1 For all other ACCESS Integrated employees requiring access to a BellSouth Remote Site Location pursuant to this Attachment, ACCESS Integrated shall furnish BellSouth, prior to an employee gaining such access, a certification that the employee is not subject to the requirements of Section 12.5 above and that security training was completed by the employee.
- 12.5.2 A non-employee representative of ACCESS Integrated (including without limitation a member of ACCESS Integrated's Board of Directors) may obtain access to ACCESS Integrated's Remote Site Location so long as such non-employee representative is accompanied by (i) a ACCESS Integrated employee subject to the requirements of Sections 12.5 and 12.5.1 of this Attachment, and (ii) s BellSouth security escort, subject to payment by ACCESS Integrated to BellSouth of any nonrecurring security escort fee set forth in Exhibit B.
- 12.6 At BellSouth's request, ACCESS Integrated shall promptly remove from BellSouth's Remote Site Location any employee of ACCESS Integrated BellSouth does not wish to grant access to its Remote Site Location 1) pursuant to any investigation conducted by BellSouth or 2) prior to the initiation of an investigation if an employee of ACCESS Integrated is found interfering with the property or personnel of BellSouth or another collocated telecommunications carrier, provided that an investigation shall promptly be commenced by BellSouth.
- 12.7 Security Violations. BellSouth reserves the right to interview ACCESS Integrated's employees, agents, or suppliers in the event of wrongdoing in or around BellSouth's property or involving BellSouth's or another telecommunications carrier's property or personnel, provided that BellSouth shall provide reasonable notice to ACCESS Integrated's Security contact prior to conducting such interview. ACCESS Integrated and its suppliers shall reasonably cooperate with BellSouth's investigation into allegations of wrongdoing or criminal conduct committed by, witnessed by, or involving ACCESS Integrated's employees, agents, or suppliers. Additionally, BellSouth reserves the right to bill ACCESS Integrated for all reasonable costs associated with investigations involving its employees, agents, or suppliers if it is

established and mutually agreed in good faith that ACCESS Integrated's employees, agents, or suppliers are responsible for the alleged act. BellSouth shall bill ACCESS Integrated for BellSouth property, which is stolen or damaged where an investigation determines the culpability of ACCESS Integrated's employees, agents, or suppliers and where ACCESS Integrated agrees, in good faith, with the results of such investigation. ACCESS Integrated shall notify BellSouth in writing immediately in the event that the ACCESS Integrated discovers one of its employees already working on the BellSouth Remote Site Location would not then meet the security requirements of this Section 12. Upon request of the other Party, the Party who is the employer shall discipline consistent with its employment practices, up to and including removal from BellSouth's Remote Site Location, any employee found to have violated the security and safety requirements of this section. Each Party shall hold the other harmless for any damages resulting from such removal of its personnel from BellSouth's Remote Site Location; provided however, that BellSouth shall not hold ACCESS Integrated harmless if ACCESS Integrated violates any provisions in this Section 12.7.

- 12.8 Use of Supplies. Unauthorized use of telecommunications equipment or supplies by either Party, whether or not used routinely to provide telephone service (e.g. plug-in cards,) will be strictly prohibited and handled appropriately. Costs associated with such unauthorized use may be charged to the offending Party, as may be all associated investigative costs.
- 12.9 Use of Official Lines. Except for non-toll calls necessary in the performance of their work, neither Party shall use the telephones of the other Party on the BellSouth Remote Site Location. Charges for unauthorized telephone calls may be charged to the offending Party, as may be all associated investigative costs.
- 12.10 Accountability. Full compliance with the Security requirements of this Section shall in no way limit the accountability of either Party to the other for the improper actions of its employees.
- 12.11 BellSouth agrees to comply with the Security and Safety Requirements as set forth in 47 CFR 51.323 (i) as effective.

13. Destruction of Remote Collocation Space

- 13.1 In the event a Remote Collocation Space is wholly or partially damaged by fire, windstorm, tornado, flood or by similar causes to such an extent as to be rendered wholly unsuitable for ACCESS Integrated's permitted use hereunder, then either Party may elect within ten (10) business days after such damage, to terminate this Attachment with respect to the affected Remote Collocation Space, and if either Party shall so elect, by giving the other written notice of termination, both Parties shall stand released of and from further liability under the terms hereof with respect to such Remote Collocation Space. If the Remote Collocation Space shall suffer only minor damage and shall not be rendered wholly unsuitable for ACCESS Integrated's

permitted use, or is damaged and the option to terminate is not exercised by either Party, BellSouth covenants and agrees to proceed promptly without expense to ACCESS Integrated, except for improvements not the property of BellSouth, to repair the damage. BellSouth shall have a reasonable time within which to rebuild or make any repairs, and such rebuilding and repairing shall be subject to delays caused by storms, shortages of labor and materials, government regulations, strikes, walkouts, and causes beyond the control of BellSouth, which causes shall not be construed as limiting factors, but as exemplary only. BellSouth shall rebuild or make repairs to ACCESS Integrated's Remote Collocation Space at parity with the rebuild or repair of adjoining BellSouth space, and shall not give preferential or priority treatment to the repair or rebuild of its own space over that of ACCESS Integrated. ACCESS Integrated may, at its own expense, accelerate the rebuild of its Remote Collocation Space and equipment provided however that a BellSouth Certified Supplier is used and the necessary space preparation has been completed. Rebuild of equipment must be performed by a BellSouth Certified Vendor. If ACCESS Integrated's acceleration of the project increases the cost of the project, then those additional charges will be incurred by ACCESS Integrated. Where allowed and where practical, ACCESS Integrated may erect a temporary facility while BellSouth rebuilds or makes repairs. In all cases where the Remote Collocation Space shall be rebuilt or repaired, ACCESS Integrated shall be entitled to an equitable abatement of rent and other charges, depending upon the unsuitability of the Remote Collocation Space for ACCESS Integrated's permitted use, until such Remote Collocation Space is fully repaired and restored and ACCESS Integrated's equipment installed therein (but in no event later than thirty (30) calendar days after the Remote Collocation Space is fully repaired and restored). Where ACCESS Integrated has placed a Remote Site Adjacent Arrangement pursuant to Section 3, ACCESS Integrated shall have the sole responsibility to repair or replace said Remote Site Adjacent Arrangement provided herein. Pursuant to this Section, BellSouth will restore the associated services to the Remote Site Adjacent Arrangement.

14. Eminent Domain

- 14.1 If the whole of a Remote Collocation Space or Remote Site Adjacent Arrangement shall be taken by any public authority under the power of eminent domain, then this Attachment shall terminate with respect to such Remote Collocation Space or Remote Site Adjacent Arrangement as of the day possession shall be taken by such public authority and rent and other charges for the Remote Collocation Space or Remote Site Adjacent Arrangement shall be paid up to that day with proportionate refund by BellSouth of such rent and charges as may have been paid in advance for a period subsequent to the date of the taking. If any part of the Remote Collocation Space or Remote Site Adjacent Arrangement shall be taken under eminent domain, BellSouth and ACCESS Integrated shall each have the right to terminate this Attachment with respect to such Remote Collocation Space or Remote Site Adjacent Arrangement and declare the same null and void, by written notice of such intention to the other Party within ten (10) business days after such taking.

15. Nonexclusivity

- 15.1 ACCESS Integrated understands that this Attachment is not exclusive and that BellSouth may enter into similar agreements with other Parties. Assignment of space pursuant to all such agreements shall be determined by space availability and made on a first come, first served basis.

ENVIRONMENTAL AND SAFETY PRINCIPLES

The following principles provide basic guidance on environmental and safety issues when applying for and establishing Physical Collocation arrangements.

1. GENERAL PRINCIPLES

- 1.1 Compliance with Applicable Law. BellSouth and ACCESS Integrated agree to comply with applicable federal, state, and local environmental and safety laws and regulations including U.S. Environmental Protection Agency (USEPA) regulations issued under the Clean Air Act (CAA), Clean Water Act (CWA), Resource Conservation and Recovery Act (RCRA), Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), Superfund Amendments and Reauthorization Act (SARA), the Toxic Substances Control Act (TSCA), and OSHA regulations issued under the Occupational Safety and Health Act of 1970, as amended and NFPA and National Electrical Codes (NEC) and the NESC (“Applicable Laws”). Each Party shall notify the other if compliance inspections are conducted by regulatory agencies and/or citations are issued that relate to any aspect of this Attachment.
- 1.2 Notice. BellSouth and ACCESS Integrated shall provide notice to the other, including Material Safety Data Sheets (MSDSs), of known and recognized physical hazards or Hazardous Chemicals existing on site or brought on site. A Hazardous Chemical inventory list is posted on an OSHA Poster and updated annually at each Central Office. This Poster is normally located near the front entrance of the building or in the lounge area. Each Party is required to provide specific notice for known potential Imminent Danger conditions. ACCESS Integrated should contact 1-800-743-6737 for any BellSouth MSDS required.
- 1.3 Practices/Procedures. BellSouth may make available additional environmental control procedures for ACCESS Integrated to follow when working at a BellSouth Remote Site Location (See Section 2, below). These practices/procedures will represent the regular work practices required to be followed by the employees and suppliers of BellSouth for environmental protection. ACCESS Integrated will require its suppliers, agents and others accessing the BellSouth Remote Site Location to comply with these practices. Section 2 lists the Environmental categories where BST practices should be followed by ACCESS Integrated when operating in the BellSouth Remote Site Location.
- 1.4 Environmental and Safety Inspections. BellSouth reserves the right to inspect the ACCESS Integrated space with proper notification. BellSouth reserves the right to stop any ACCESS Integrated work operation that imposes Imminent Danger to the environment, employees or other persons in the area or Remote Site Location.
- 1.5 Hazardous Materials Brought On Site. Any hazardous materials brought into, used, stored or abandoned at the BellSouth Remote Site Location by ACCESS Integrated are owned by ACCESS Integrated. ACCESS Integrated will indemnify BellSouth for claims, lawsuits or damages to persons or property caused by these materials. Without prior written BellSouth approval, no substantial new safety or environmental hazards can be created by ACCESS Integrated or different hazardous materials used by ACCESS Integrated at the BellSouth Remote Site Location. ACCESS Integrated

must demonstrate adequate emergency response capabilities for its materials used or remaining at the BellSouth Remote Site Location.

- 1.6 Spills and Releases. When contamination is discovered at a BellSouth Remote Site Location, the Party discovering the condition must notify BellSouth. All Spills or Releases of regulated materials will immediately be reported by ACCESS Integrated to BellSouth.
- 1.7 Coordinated Environmental Plans and Permits. BellSouth and ACCESS Integrated will coordinate plans, permits or information required to be submitted to government agencies, such as emergency response plans, spill prevention control and countermeasures (SPCC) plans and community reporting. If fees are associated with filing, BellSouth and ACCESS Integrated will develop a cost sharing procedure. If BellSouth’s permit or EPA identification number must be used, ACCESS Integrated must comply with all of BellSouth’s permit conditions and environmental processes, including environmental “best management practices (BMP)” (see Section 2, below) and/or selection of BST disposition vendors and disposal sites.
- 1.8 Environmental and Safety Indemnification. BellSouth and ACCESS Integrated shall indemnify, defend and hold harmless the other Party from and against any claims (including, without limitation, third-party claims for personal injury or death or real or personal property damage), judgments, damages, (including direct and indirect damages, and punitive damages), penalties, fines, forfeitures, costs, liabilities, interest and losses arising in connection with the violation or alleged violation of any Applicable Law or contractual obligation or the presence or alleged presence of contamination arising out of the acts or omissions of the indemnifying Party, its agents, suppliers, or employees concerning its operations at the Remote Site Location.

2. CATEGORIES FOR CONSIDERATION OF ENVIRONMENTAL ISSUES

2.1 When performing functions that fall under the following Environmental categories on BellSouth’s Remote Site Location, ACCESS Integrated agrees to comply with the applicable sections of the current issue of BellSouth’s Environmental and Safety Methods and Procedures (M&Ps), incorporated herein by this reference. ACCESS Integrated further agrees to cooperate with BellSouth to ensure that ACCESS Integrated’s employees, agents, and/or suppliers are knowledgeable of and satisfy those provisions of BellSouth’s Environmental M&Ps which apply to the specific Environmental function being performed by ACCESS Integrated, its employees, agents and/or suppliers.

2.1.1 The most current version of reference documentation must be requested from ACCESS Integrated’s BellSouth Account Team Collocation Coordinator (ATCC) Representative.

ENVIRONMENTAL CATEGORIES	ENVIRONMENTAL ISSUES	ADDRESSED BY THE FOLLOWING DOCUMENTATION
Disposal of hazardous material or other regulated material (e.g., batteries, fluorescent	Compliance with all applicable local, state, & federal laws and	<ul style="list-style-type: none"> • Std T&C 450 • Fact Sheet Series 17000

tubes, solvents & cleaning materials)	regulations Pollution liability insurance EVET approval of supplier	<ul style="list-style-type: none"> • Std T&C 660-3 • Approved Environmental Vendor List (Contact ATCC Representative)
Emergency response	Hazmat/waste release/spill fire safety emergency	<ul style="list-style-type: none"> • Fact Sheet Series 1700 • Building Emergency Operations Plan (EOP) (specific to and located on Remote Site Location)
Contract labor/outsourcing for services with environmental implications to be performed on BellSouth Remote Site Location (e.g., disposition of hazardous material/waste; maintenance of storage tanks)	Compliance with all applicable local, state, & federal laws and regulations Performance of services in accordance with BST's environmental M&Ps Insurance	<ul style="list-style-type: none"> • Std T&C 450 • Std T&C 450-B (Contact ATCC Representative for copy of appropriate E/S M&Ps.) • Std T&C 660
Transportation of hazardous material	Compliance with all applicable local, state, & federal laws and regulations Pollution liability insurance EVET approval of supplier	<ul style="list-style-type: none"> • Std T&C 450 • Fact Sheet Series 17000 • Std T&C 660-3 • Approved Environmental Vendor List (Contact ATCC Representative)
Maintenance/operations work which may produce a waste Other maintenance work	Compliance with all applicable local, state, & federal laws and regulations Protection of BST employees and equipment	<ul style="list-style-type: none"> • Std T&C 450 • 29CFR 1910.147 (OSHA Standard) • 29CFR 1910 Subpart O (OSHA Standard)
Janitorial services	All waste removal and disposal must conform to all applicable federal, state and local regulations All Hazardous Material and Waste Asbestos notification and protection of employees and	<ul style="list-style-type: none"> • -Procurement Manager (CRES Related Matters)-BST Supply Chain Services • Fact Sheet Series 17000

	equipment	<ul style="list-style-type: none"> • GU-BTEN-001BT, Chapter 3 • BSP 010-170-001BS (Hazcom)
Manhole cleaning	<p>Compliance with all applicable local, state, & federal laws and regulations</p> <p>Pollution liability insurance</p> <p>EVET approval of supplier</p>	<ul style="list-style-type: none"> • Std T&C 450 • Fact Sheet 14050 • BSP 620-145-011PR Issue A, August 1996 • Std T&C 660-3 • Approved Environmental Vendor List (Contact ATCC Representative)
Removing or disturbing building materials that may contain asbestos	Asbestos work practices	<ul style="list-style-type: none"> • GU-BTEN-001BT, Chapter 3 <p>For questions regarding removing or disturbing materials that contain asbestos, call the BellSouth Building Service Center: AL, MS, TN, KY & LA (local area code) 557-6194 FL, GA, NC & SC (local area code) 780-2740</p>

3. DEFINITIONS

Generator. Under RCRA, the person whose act produces a Hazardous Waste, as defined in 40 CFR 261, or whose act first causes a Hazardous Waste to become subject to regulation. The Generator is legally responsible for the proper management and disposal of Hazardous Wastes in accordance with regulations.

Hazardous Chemical. As defined in the U.S. Occupational Safety and Health (OSHA) hazard communication standard (29 CFR 1910.1200), any chemical which is a health hazard or physical hazard.

Hazardous Waste. As defined in section 1004 of RCRA.

Imminent Danger. Any conditions or practices at a facility which are such that a danger exists which could reasonably be expected to cause immediate death or serious harm to people or immediate significant damage to the environment or natural resources.

Spill or Release. As defined in Section 101 of CERCLA.

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ACCESS TO NUMBERS AND NUMBER PORTABILITY

1. NON-DISCRIMINATORY ACCESS TO TELEPHONE NUMBERS

- 1.1 During the term of this Agreement, where ACCESS Integrated is utilizing its own switch, ACCESS Integrated shall contact the North American Numbering Plan Administrator, NeuStar, for the assignment of numbering resources. In order to be assigned a Central Office Code, ACCESS Integrated will be required to complete the Central Office Code (NXX) Assignment Request and Confirmation Form (Code Request Form) in accordance with Industry Numbering Committee's Central Office Code (NXX) Assignment Guidelines (INC 95-0407-008).
- 1.2 Where BellSouth provides local switching or resold services to ACCESS Integrated, BellSouth will provide ACCESS Integrated with on-line access to intermediate telephone numbers as defined by applicable FCC rules and regulations on a first come first served basis. ACCESS Integrated acknowledges that such access to numbers shall be in accordance with the appropriate FCC rules and regulations. ACCESS Integrated acknowledges that there may be instances where there is a shortage of telephone numbers in a particular rate center; and in such instances, BellSouth may request that ACCESS Integrated return unused intermediate numbers to BellSouth. ACCESS Integrated shall return unused intermediate numbers to BellSouth upon BellSouth's request. BellSouth shall make all such requests on a nondiscriminatory basis.
- 1.3 BellSouth will allow ACCESS Integrated to designate up to 100 intermediate telephone numbers per rate center for ACCESS Integrated's sole use. Assignment, reservation and use of telephone numbers shall be governed by applicable FCC rules and regulations. ACCESS Integrated acknowledges that there may be instances where there is a shortage of telephone numbers in a particular rate center and BellSouth has the right to limit access to blocks of intermediate telephone numbers. These instances include: 1) where jeopardy status has been declared by the North American Numbering Plan (NANP) for a particular Numbering Plan Area (NPA); or 2) where a rate center has less than six months supply of numbering resources.

2. LOCAL SERVICE PROVIDER NUMBER PORTABILITY - PERMANENT SOLUTION (LNP)

- 2.1 The Parties will offer Number Portability in accordance with rules, regulations and guidelines adopted by the Commission, the FCC and industry fora.
- 2.2 End User Line Charge. Where ACCESS Integrated subscribes to BellSouth's local switching, BellSouth shall bill and ACCESS Integrated shall pay the end user

line charge associated with implementing LNP as set forth in BellSouth's FCC Tariff No. 1. This charge is not subject to the resale discount set forth in Attachment 1 of this Agreement.

- 2.3 To limit service outage, BellSouth and ACCESS Integrated will adhere to the process flows and cutover guidelines for porting numbers as outlined in the LNP Reference Guide, as amended from time to time. The LNP Reference Guide, incorporated herein by reference, is accessible via the Internet at the following site: <http://www.interconnection.bellsouth.com>. All intervals referenced in the LNP Reference Guide shall apply to both BellSouth and ACCESS Integrated.
- 2.4 The Parties will set Location Routing Number (LRN) unconditional or 10-digit triggers where applicable. Where triggers are set, the porting Party will remove the ported number at the same time the trigger is removed.
- 2.5 A trigger order is a service order issued in advance of the porting of a number. A trigger order 1) initiates call queries to the AIN SS7 network in advance of the number being ported; and 2) provides for the new service provider to be in control of when a number ports.
- 2.6 Where triggers are not set, the Parties shall coordinate the porting of the number between service providers so as to minimize service interruptions to the end user.
- 2.7 BellSouth and ACCESS Integrated will work cooperatively to implement changes to LNP process flows ordered by the FCC or as recommended by standard industry forums addressing LNP.

3. OPERATIONAL SUPPORT SYSTEM (OSS) RATES

- 3.1 The terms, conditions and rates for OSS are as set forth in Attachment 2.